

Aubin, Denis (HC/SC)

From: Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>
Sent: 2020-07-02 9:08 AM
To: Kurt Young
Subject: FW: Moderna Confidential Disclosure Agreement
Attachments: Demand confirmation CDA (Canada June 28).pdf

Importance: High

Per the email request, I am confirming acceptance of the terms of the NDA.
Did PSPC receive a copy of a draft APA from Moderna?

Alan Thom

Manager, Vaccine Supply & Assurance

Immunization Programs and Pandemic Preparedness Division / Division des programmes d'immunisation et de la préparation en cas de pandémie

Centre for Immunization & Respiratory Infectious Diseases (CIRID)

PUBLIC HEALTH AGENCY OF CANADA | AGENCE DE LA SANTÉ PUBLIQUE DU CANADA

130 Colonnade Road, Room/pièce 159A-01, Ottawa, ON K1A 0K9

Phone | Téléphone: **613 222-4614**

alan.thom@canada.ca

From: Levent Ozmutlu <Levent.Ozmutlu@tpsgc-pwgsc.gc.ca>
Sent: 2020-06-28 9:27 PM
Cc: Kurt Young <Kurt.Young@tpsgc-pwgsc.gc.ca>
Subject: FW: Moderna Confidential Disclosure Agreement
Importance: High
My apologies. The attachment was missing in my previous email.

From: Levent Ozmutlu
Sent: June 28, 2020 9:18 PM
Cc: Kurt Young <Kurt.Young@tpsgc-pwgsc.gc.ca>
Subject: Moderna Confidential Disclosure Agreement
Importance: High
HIGH IMPORTANCE

Dear Recipients:

You have received this email because you have been identified as an individual who may require access to sensitive confidential information related to Moderna that is subject to a non-disclosure agreement. Per the terms of the agreement, you are required to read and confirm your acceptance of the attached Confidential Disclosure Agreement (CDA).

PLEASE CONFIRM THAT YOU ACCEPT THE PROVISIONS OF THE CDA BY RESPONDING TO KURT YOUNG, COPIED ON THIS EMAIL. YOU ARE NOT REQUIRED TO SIGN THE CDA.

If you have any questions or concerns, please contact me or Kurt Young.

Thank you

Levent Özmutlu

Director General / Directeur général

Services and Technology Acquisition Management Sector /

Secteur de la gestion de l'approvisionnement en services et en technologies

CONFIDENTIAL DISCLOSURE AGREEMENT

This **CONFIDENTIAL DISCLOSURE AGREEMENT** (this “**Agreement**”), is entered into by and between:

ModernaTX, Inc., 200 Tech Square, Cambridge, MA 02139, USA

(“**Moderna**”)

and

Public Services and Procurement Canada, 10 Rue Wellington, Gatineau, Quebec, K1A0S5, Canada

(“**Purchaser**”)

Purchaser and Moderna are referred to in this Agreement individually as a “**Party**” and together as the “**Parties**”.

WHEREAS, Moderna is currently advancing its vaccine candidate mRNA-1273 against SARS-CoV-2 infections through clinical development and is establishing sites outside of the United States at contract manufacturers for the large-scale manufacturing of filled and finished product of mRNA-1273.

WHEREAS, the Parties wish to hold discussions about the possible supply of filled and finished product of mRNA-1273 by Moderna to Purchaser and the negotiation of certain agreements relating thereto (the “**Supply Agreement**”).

WHEREAS, the Parties now wish to exchange Confidential Information for the Purpose (as defined below).

NOW, THEREFORE, the Parties hereby agree as follows:

1 PURPOSE

1.1. Purpose. Moderna wishes to disclose certain information for internal evaluation by Purchaser in order to decide whether to enter into, and in order to negotiate, the Supply Agreement (the “**Purpose**”).

2. CONFIDENTIAL INFORMATION

2.1. “**Confidential Information**” means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices,

formulas, instructions, skills, techniques, procedures, specifications, data, results and other material, pre-clinical and clinical trial results, manufacturing procedures, test procedures and purification and isolation techniques, and any tangible embodiments of any of the foregoing, and any scientific, manufacturing, marketing and business plans, any financial and personnel matters relating to Moderna or its Affiliates or its or their present or future products, sales, licensors, licensees, suppliers, purchasers, employees, investors or businesses, that have been disclosed directly or indirectly by or on behalf of Moderna or its Affiliates or its or their Representatives to Purchaser or its Representatives (as applicable) in connection with the possible supply of filled and finished product of mRNA-1273 by Moderna to Purchaser and the negotiation of certain agreements relating thereto; including information disclosed before the Effective Date, and information in any form whether or not identified as "confidential". Without limiting the foregoing, Confidential Information includes (a) this Agreement and its terms as well as all information pertaining to the proposed supply relationship between the Parties, including the proposed commercial terms of such supply relationship, (b) the fact that the discussions between the Parties are taking place and the content and status of any discussions that are taking place between the Parties, and (c) all information and analysis derived from the Confidential Information.

2.2. Exclusions. The obligations of nondisclosure and non-use set forth in this Agreement will not apply to the extent that such Confidential Information:

- i. is known by Purchaser on a non-confidential basis at the time of its receipt (and not pursuant to a prior disclosure by or on behalf of Moderna, any of its Affiliates or any of its or their Representatives), as documented by Purchaser's contemporaneous written records;
- ii. at the time of disclosure by or on behalf of Moderna, any of its Affiliates or any of its or their Representatives, is in the public domain;
- iii. becomes part of the public domain, by publication or otherwise, through no fault or breach of this Agreement of Purchaser or its Representatives;
- iv. is subsequently disclosed to Purchaser on a non-confidential basis, without restriction as to confidentiality or use, by a third party who is lawfully and contractually entitled to the possession and disclosure of such Confidential Information, as documented by Purchaser's contemporaneous written business records;
- v. is developed by Purchaser independently without use of, reliance upon or reference to Confidential Information received from Moderna, any of its Affiliates or any of its or their Representatives, as documented by Purchaser's contemporaneous written business records; or
- vi. is information which Moderna authorizes, in writing, for public release.

Confidential Information shall not be considered to be in the public domain or in Purchaser's or its Representatives' possession merely because it is included in more general information in the public domain or in such entities' possession. In addition, any combination of Confidential Information shall not be considered to be within the foregoing exceptions merely because individual parts of such

Confidential Disclosure Agreement

Confidential Information are in the public domain or in the possession Purchaser or any of its Representatives.

3. USE OF CONFIDENTIAL INFORMATION

3.1. “**Affiliate**” means, with respect to Moderna, any entity that controls, is controlled by, or is under common control with Moderna. For purposes of this Agreement, such entity will be deemed to control another entity if it owns or controls, directly or indirectly, more than [REDACTED] of the equity securities of such entity entitled to vote in the election of directors (or, in the case that such entity is not a corporation, for the election of the corresponding managing authority), or otherwise has the power to direct the management and policies of such entity. The Parties acknowledge that in the case of certain entities organized under the laws of certain countries outside the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than [REDACTED], and that in such case such lower percentage will be substituted in the preceding sentence; provided, that such foreign investor has the power to direct the management and policies of such entity.

3.2. Purchaser and its Representatives will keep the Confidential Information confidential, and will not disclose it to any person other than as permitted by this Agreement, and shall only use the Confidential Information for the Purpose.

3.3. Purchaser and its Representatives shall not disclose or permit or enable the disclosure of any Confidential Information, in whole or in part, or in summary, to any third party, other than its Representatives in accordance with clause 4.1, or use any such Confidential Information, other than for the Purpose, without the prior written consent of Moderna. Purchaser and its Representatives shall not reproduce, analyze, disassemble, reverse engineer, publish, exploit or otherwise use the Confidential Information unless authorized in writing by Moderna.

3.4. In the event that Moderna makes Confidential Information available in a physical or electronic data room, Purchaser and its Representatives must not photograph or otherwise reproduce, extract, print or otherwise remove from the data room any such Confidential Information or any recorded summary of the same without prior written consent of Moderna. Access to any such data room must be limited to Representatives of Purchaser having been approved in writing in advance by Moderna.

3.5. To the extent reasonably possible, Purchaser and its Representatives shall keep the Confidential Information separate from other documents and other records of Purchaser and its Representatives.

3.6. Without prejudice to the generality of clauses 3.1 through 3.5, Purchaser and its Representatives shall not use any of the Confidential Information, for the purpose of: (i) initiating or progressing any legal or patent related proceedings against Moderna or its Affiliates; or (ii) procuring a commercial benefit to Purchaser or its Representatives or any third party; or (iii) supporting any patent applications being made by the Purchaser or its Representatives or any third party.

3.7. Purchaser and its Representatives will not be in breach of their obligations under this Agreement to the extent that they are required to disclose Confidential Information by law (provided, in the case of a disclosure under any freedom of information legislation, that the

exemptions under that legislation do not apply) or order of a court that has jurisdiction over it, *provided*, that if such entity is required by law to disclose Confidential Information, then if legally permitted, such entity will (i) use reasonable best efforts to prevent and limit the disclosure of such Confidential Information and ask the court to treat the Confidential Information as confidential, and (ii) promptly inform Moderna of the disclosure that is being sought (and if possible before the court orders the disclosure) in order to provide Moderna an opportunity to challenge or limit the disclosure, and (iii) permit Moderna to make representations to the court in respect of the disclosure and/or confidential treatment of the Confidential Information. Notwithstanding the foregoing, Confidential Information that is required to be disclosed by law will remain otherwise subject to the confidentiality and non-use provisions of this Agreement.

3.8. If Purchaser receives a request under the applicable freedom of information legislation or similar law ("**FOIA**") to disclose any Confidential Information, it will notify Moderna as soon as reasonably practicable. Purchaser will work with Moderna to assess which exemption(s) under FOIA may apply to the request to disclose any Confidential Information, and shall comply with the its obligations under Canadian law.

3.9. The Parties agree that all of the foregoing obligations are subject to federal legislation that Canada must abide by and which legislation shall take precedence in the event of any conflict.

4. REPRESENTATIVES

4.1. Purchaser shall be permitted disclose the Confidential Information only to the employees, public servants, professional advisors and/or representatives of Purchaser ("**Representatives**") who: (a) have a reasonable need to know such Confidential Information for the Purpose; (b) are legally bound to Purchaser by obligations of confidentiality and non-use no less restrictive than those set forth herein and which extend to the Confidential Information; and (c) are informed of the confidential nature of such information; and (d) use such information solely for the Purpose.

4.2. For the avoidance of doubt, if Purchaser is a branch or department of a government or public administration, Purchaser shall not, without Moderna's prior written consent, be entitled to disclose Confidential Information to directors, officers, employees, public servants, professional advisors, agents, consultants and/or representatives of any other branch or department of that government or public administration. Moderna consents to the Purchaser disclosing Confidential Information to the individuals of other departments as listed in Annex "A".

4.3. Purchaser shall be liable for any breach of this Agreement by its Representatives. Representatives shall only be entitled to use Confidential Information for the Purpose.

5. PROTECTION OF CONFIDENTIAL INFORMATION

5.1. Purchaser shall take all reasonable precautions to safeguard Moderna's Confidential Information using a standard of care no less protective than that used to protect its own proprietary and confidential information.

Confidential Disclosure Agreement

5.2. Purchaser will notify Moderna as soon as reasonably practicable if it becomes aware of the possession, use or knowledge of any Confidential Information by an unauthorized person and provide any assistance in relation to such unauthorized possession, use or knowledge that Moderna may require.

6. NO WARRANTIES / NO LICENSE

6.1. Purchaser acknowledges that the Confidential Information is provided "as is" and without any warranty, express or implied.

6.2. Purchaser shall not acquire any right or license whatsoever in the Confidential Information as a result the disclosure or use of such Confidential Information.

7. RETURN OF CONFIDENTIAL INFORMATION

7.1. Purchaser and its Representatives shall discontinue and cease use of the Confidential Information and destroy, erase from its computer systems or return to Moderna the Confidential Information and all copies, summaries, compilations, memoranda, reports and analyses thereof, as may be requested in writing by Moderna at any time during the term of this Agreement and/or upon termination or expiry of this Agreement. Purchaser shall provide to Moderna a certificate, signed by an officer of Purchaser, confirming that the obligations in this clause 7 have been complied with.

7.2. Purchaser may, however, keep one copy of the Confidential Information in its legal advisor's files solely for the purpose of enabling it to comply with the provisions of this Agreement.

8. TERM

8.1. This Agreement shall become effective on the date of the last signature (the "**Effective Date**") and shall continue to apply for [REDACTED] after the date of disclosure of the last Confidential Information hereunder as long as information disclosed hereunder still qualifies as Confidential Information.

9. FURTHER DEALINGS

9.1. Nothing in this Agreement obligates either Party to enter into any further agreement or activities with the other Party.

9.2. In particular, nothing in this Agreement shall be construed or implied as obliging Moderna to disclose any specific type of information under this Agreement, whether Confidential Information or not.

Confidential Disclosure Agreement10. AMENDMENTS TO BE IN WRITING

10.1. No provision of this Agreement shall be amended except if signed by duly authorized representatives of both Parties. No Party will be deemed to have waived this requirement or any other provision of this Agreement unless the waiver is in writing.

11. ASSIGNMENT

11.1. This Agreement or the obligations and rights hereunder shall not be assigned or otherwise transferred without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, consent shall not be required for Moderna to assign the rights and obligations under this Agreement to an Affiliate of Moderna.

12. GOVERNING LAW AND JURISDICTION

12.1. This Agreement shall be governed by the laws of [REDACTED]

13. NOTICES

13.1. Any notice given under this Agreement shall be made in English and in writing and may be delivered by hand, courier, registered mail, or fax to the address of the other Party first listed above.


14. MISCELLANEOUS

14.1. Except as otherwise permitted under this Agreement, Purchaser shall not issue any written communication in relation to this Agreement, or the subject matter hereof, without prior consultation with, and the consent of, Moderna. Either Party may subsequently publicly disclose any information previously contained in any public announcement made in accordance with this Agreement.

14.2. This Agreement may be executed in two or more counterparts, including by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Confidential Disclosure Agreement

Each of the Parties has caused its duly authorized representative to execute this Agreement effective upon the date of the last of the undersigned signatures

ModernaTX, Inc.	Public Services and Procurement Canada
Signed	Signed  Digitally signed by: Ozmutlu, Levent DN: CN = Ozmutlu, Levent C = CA O = GC OU = PWGSC-TPSGC Date: 2020.06.28 18:13:29 -04'00'
Name:	Name: Levent Ozmutlu
Title:	Title: Director General, Services and Technology Acquisition Management Sector
Place:	Place: Ottawa, ON, Canada
Date:	Date: 28 June 2020

ANNEX "A"

Public Health Agency of Canada		
Tina Namiesniowski	President	<u>tina.namiesniowski@canada.ca</u>
Kim Elmslie	Vice President	<u>kim.elmslie@canada.ca</u>
Gina Charos	Director General	<u>gina.charos@canada.ca</u>
Erin Schock	Director	<u>erin.schock@canada.ca</u>
Natalie St. Lawrence	Executive Director	<u>natalie.stlawrence@canada.ca</u>
Alan Thom	Manager	<u>alan.thom@canada.ca</u>
Innovation, Science and Economic Development Canada		
Simon Kennedy	Deputy Minister	<u>Simon.kennedy@canada.ca</u>
Mitch Davies	Senior Assistant Deputy Minister	<u>mitch.davies@canada.ca</u>
Sheryl Groeneweg	Director General	<u>sheryl.groeneweg@canda.ca</u>
Rodrigo Arancibia	Director	<u>rodrigo.arancibia@canada.ca</u>
Danielle Edwards	Senior Advisor	<u>Danielle.edwards@canada.ca</u>
Health Canada		
Pierre Sabourin	Assistant Deputy Minister	<u>pierre.sabourin@canada.ca</u>
Kaili Levesque	Executive Director	<u>kaili.levesque2@canada.ca</u>
Celia Lourenco	Director General	<u>celia.lourenco@canada.ca</u>
Michael Rosu-Myles	Director	<u>michael.rosu-myles@canada.ca</u>
Kelly Robinson	Director	<u>kelly.robinson2@canada.ca</u>

Megan Bettle	Director	<u>megan.bettle@canada.ca</u>
Daniel Keene	Senior Medical Officer & Manager	<u>daniel.keene@canada.ca</u>
Maria Baca-Estrada	Manager	<u>maria.baca-estrada@canada.ca</u>
Global Affairs Canada		
Ailish Campbell	Chief Trade Commissioner	<u>ailish.campbell@international.gc.ca</u>
Rosaline Kwan	Director General	<u>Rosaline.kwan@international.gc.ca</u>
Suzanne Burnham	Trade Commissioner	<u>Suzanne.burnham@international.gc.ca</u>
Milos Todorovic	Business Development Officer	<u>milos.todorovic@international.gc.ca</u>

Aubin, Denis (HC/SC)

From: Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>
Sent: 2020-07-30 1:53 PM
To: Chalhoub, Isabelle (PHAC/ASPC)
Subject: RE: Non-Disclosure Agreements
Attachments: Public Servant_COVID-19_CCoI (A Thom).pdf

Completed form.

Alan Thom
 Manager, Vaccine Supply & Assurance
 Immunization Programs and Pandemic Preparedness Division / Division des programmes d'immunisation et de la préparation en cas de pandémie
 Centre for Immunization & Respiratory Infectious Diseases (CIRID)
 Public Health Agency of Canada

PUBLIC HEALTH AGENCY OF CANADA | AGENCE DE LA SANTÉ PUBLIQUE DU CANADA
 130 Colonnade Road, Room/pièce 159A-01, Ottawa, ON K1A 0K9
 Phone | Téléphone: **613 222-4614**
alan.thom@canada.ca

From: Chalhoub, Isabelle (PHAC/ASPC) <isabelle.chalhoub@canada.ca>
Sent: 2020-07-30 12:01 PM
To: Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>; Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>
Cc: Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>
Subject: Non-Disclosure Agreements
Importance: High
 Good afternoon,
 Could you please fill out the attached NDA and return to me as soon as possible?
 Cheers,
 Isabelle Chalhoub
 Executive Assistant to VP,
 COVID-19 Medical Counter-Measures Acquisitions
Isabelle.chalhoub@canada.ca

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada ("Canada") has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every "need to know" recipient ("Recipient") who is involved with Canada's effort to support, coordinate and advance Canada's evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada's response to COVID-19 ("Activities").

Confidentiality

Confidential information ("Confidential Information") is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada's supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person's interests and Canada's interests or the person's duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada's supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada's interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

COVID-19 Vaccination Procurement Discussions Confidentiality and Conflict of Interest

Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

[REDACTED]

[REDACTED]

Aubin, Denis (HC/SC)

From: McLeod, Robyn (PHAC/ASPC) <robyn.mcleod@canada.ca>
Sent: 2020-08-21 4:34 PM
To: Patrice, France (PHAC/ASPC); Fortin5, Marie-Claude (PHAC/ASPC)
Subject: FW: Non-Disclosure Agreements
Attachments: COVID-19 Public Servant CCol Dr. Tam.PDF; Non-disclosure agreement RM.pdf

fyi

From: McLeod, Robyn (PHAC/ASPC)
Sent: 2020-08-21 4:34 PM
To: 'nathalie.bergeron@tpsgc-pwgsc.gc.ca' <nathalie.bergeron@tpsgc-pwgsc.gc.ca>
Subject: RE: Non-Disclosure Agreements

Hi Nathalie,

Please find attached the ***Confidentiality Affirmation and Conflict of Interest Declaration*** for Dr. Theresa Tam and myself.

Kind regards,
 Robyn McLeod

*Executive Assistant to the Chief Public Health Officer of Canada
 Public Health Agency of Canada / Government of Canada
 Adjointe exécutive à l'Administratrice en chef de la santé publique du Canada
 Agence de la santé publique du Canada / Gouvernement du Canada
 robyn.mcleod@canada.ca | 613-954-0594*

From: Michael Vandergrift <Michael.Vandergrift@tpsgc-pwgsc.gc.ca>

Colleagues,

Public Services and Procurement Canada is engaging in discussions with several organizations in the vaccination supply chain who are working to respond to the COVID-19 global health emergency and has entered into confidentiality agreements with these suppliers. Disclosure of information related to these discussions may therefore be shared on a "need to know" basis only. In order to protect the integrity of its procurement processes, PSPC must ensure the proper handling, safeguarding, use and preservation of Confidential Information, and ensure that no recipients hold interests which conflict with this process. PSPC is therefore requiring that all persons who have a need to know this information sign the applicable Confidentiality and Conflict of Interest Declaration form prior to receiving any verbal or written information subject to these confidentiality agreements.

Please find attached Confidentiality and Conflict of Interest declaration forms for public service employees, consultants, and Minister's exempt staff. Please ensure that all personnel working in your department who will be privy to confidential information related to COVID-19 vaccine procurement have signed the applicable form. Each department

Document Released Under the Access to Information Act / Document divulgué en vertu de la Loi sur l'accès à l'information

should identify an individual who will be responsible for ensuring that all persons working in or with their department have fully and accurately completed the correct version of the form prior to their involvement in any sensitive discussions. Once signed, all forms should be provided to nathalie.bergeron@tpsgc-pwgsc.gc.ca for PSPC to keep on file. PSPC will work with the Department of Justice to assess any declared potential conflicts of interest.

It would be appreciated if forms could be provided to PSPC by COB on Monday, July 20th.

Thank you,

Document Released Under the Access to Information Act

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

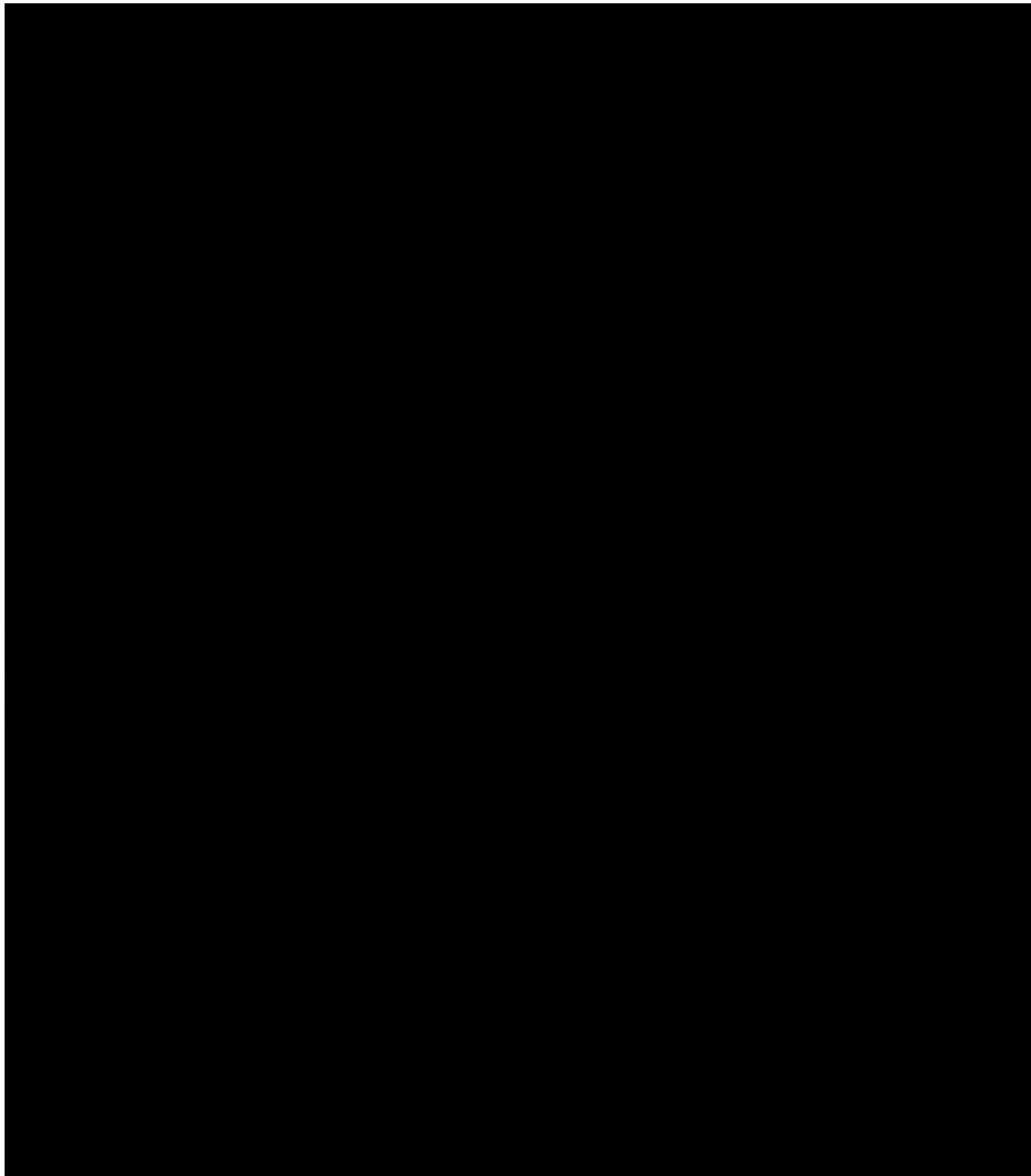
Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

WITHHELD / RETENUE Is(Are) exempted and/or excluded pursuant to section(s)est(sont) exemptée(s) et/ou exclus en vertu de(s)(l')



Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

COVID-19 Vaccination Procurement Discussions Confidentiality and Conflict of Interest

Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

[REDACTED]

[REDACTED]

Aubin, Denis (HC/SC)

From: Thom, Alan (PHAC/ASPC)
Sent: 2020-09-28 10:05 AM
To: Nathalie Bergeron
Cc: Antony Bastien
Subject: NDAs for APAs
Attachments: Tamblyn non-disclosure agreement.pdf

Nathalie:

We have a consultant (Susan Tamblyn) assisting us with the development of a COVID-19 vaccine allocation plan (i.e. how the multiple vaccines that we expect to receive will be equitably allocated amongst federal, provincial and territorial users). As part of this work, she will need to have access to the contents of the APAs. She has completed the NDA for consultants and I have attached it for your files.

Alan Thom
Manager, Vaccine Supply & Assurance
Immunization Programs and Pandemic Preparedness Division / Division des programmes d'immunisation et de la préparation en cas de pandémie
Centre for Immunization & Respiratory Infectious Diseases (CIRID)
PUBLIC HEALTH AGENCY OF CANADA | AGENCE DE LA SANTÉ PUBLIQUE DU CANADA
130 Colonnade Road, Room/pièce 159A-01, Ottawa, ON K1A 0K9
Phone | Téléphone: **613 222-4614**

alan.thom@canada.ca

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every person must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

**COVID-19 Vaccination Procurement Discussions
Confidentiality and Conflict of Interest****Condition**

It is a condition of participation in any Activities involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Contractor/Consultant:**Confirmation of Confidentiality and Conflict of Interest Disclosure Obligations**

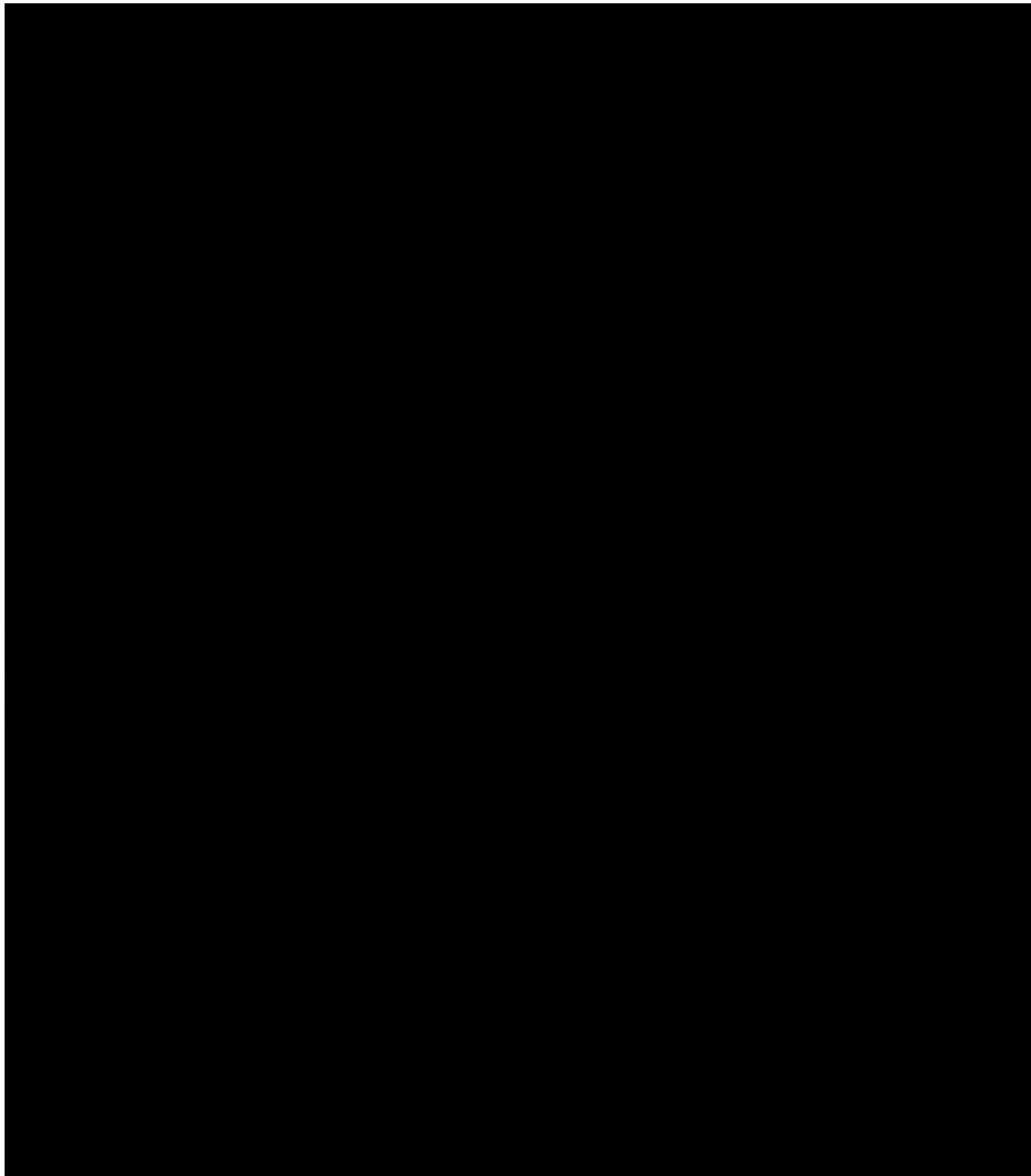
C-1.

C-2.

C-3.

C-4.

WITHHELD / RETENUE Is(Are) exempted and/or excluded pursuant to section(s)est(sont) exemptée(s) et/ou exclus en vertu de(s)(l')



**COVID-19 Vaccination Procurement Discussions
Confidentiality and Conflict of Interest**

Aubin, Denis (HC/SC)

From: Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>
Sent: 2020-10-02 11:56 AM
To: Salvadori, Marina (PHAC/ASPC); King2, Arlene (PHAC/ASPC)
Cc: Thom, Alan (PHAC/ASPC); Deehan, Heather (PHAC/ASPC); Corbett, Sarah (HC/SC); Szumski2, Roman (PHAC/ASPC)
Subject: FW: For action: Non-Disclosure Agreements

Hi Marina,

PSPC is no longer requiring that public servants sign NDAs so we are in the clear for today's meeting!

Natalia

From: Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>
Sent: 2020-10-02 11:52 AM
To: Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>
Subject: RE: For action: Non-Disclosure Agreements

Hi Natalia,

We are no longer requesting that public servants working on the vaccine file submit CCol forms to PSPC. We do continue to expect that everyone is meeting their obligations to maintain the confidentiality of commercially sensitive information and to adhere to their department's standard procedures for reporting conflicts of interest.

Thanks!
 Nathalie

From: Abraham, Natalia k (PHAC/ASPC) [<mailto:nataliak.abraham@canada.ca>]
Sent: October 2, 2020 11:46 AM
To: Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>
Subject: RE: For action: Non-Disclosure Agreements

Hi Nathalie,

A medical specialist who will be providing technical advice to Arlene King, ED who is heading vaccine deployment at PHAC, needs to have access to information within the APAs.

May I forward the email and forms to her to sign?

Natalia

From: Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>
Sent: 2020-07-29 8:37 PM
To: Szumski, Roman (Ext.) <roman.szumski@nrc-cnrc.gc.ca>; Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>; Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>; Abraham, Natalia k (PHAC/ASPC)

<nataliak.abraham@canada.ca>

Cc: Chalhoub, Isabelle (Ext.) <isabelle.chalhoub@nrc-cnrc.gc.ca>

Subject: For action: Non-Disclosure Agreements

Hello,

Please find attached the confidentiality and conflict of interest forms for folks working on the vaccine file.

You can provide your signed agreement to me.

Please let me know if you have any questions.

Thank you,
Nathalie

From: Michael Vandergrift

Sent: July 18, 2020 11:06 AM

To: Simon Kennedy <simon.kennedy@canada.ca>; Stephen Lucas <stephen.lucas@canada.ca>; Tina Namiesniowski <tina.namiesniowski@canada.ca>; Thao Pham <thao.pham@pco-bcp.gc.ca>; Ava Yaskiel <ava.yaskiel@canada.ca>

Cc: Bill Matthews <Bill.Matthews@tpsgc-pwgsc.gc.ca>; Arianne Reza <Arianne.Reza@tpsgc-pwgsc.gc.ca>; Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>

Subject: For action: Non-Disclosure Agreements

Colleagues,

Public Services and Procurement Canada is engaging in discussions with several organizations in the vaccination supply chain who are working to respond to the COVID-19 global health emergency and has entered into confidentiality agreements with these suppliers. Disclosure of information related to these discussions may therefore be shared on a 'need to know' basis only. In order to protect the integrity of its procurement processes, PSPC must ensure the proper handling, safeguarding, use and preservation of Confidential Information, and ensure that no recipients hold interests which conflict with this process. PSPC is therefore requiring that all persons who have a need to know this information sign the applicable Confidentiality and Conflict of Interest Declaration form prior to receiving any verbal or written information subject to these confidentiality agreements.

Please find attached Confidentiality and Conflict of Interest declaration forms for public service employees, consultants, and Minister's exempt staff. Please ensure that all personnel working in your department who will be privy to confidential information related to COVID-19 vaccine procurement have signed the applicable form. Each department should identify an individual who will be responsible for ensuring that all persons working in or with their department have fully and accurately completed the correct version of the form prior to their involvement in any sensitive discussions. Once signed, all forms should be provided to nathalie.bergeron@tpsgc-pwgsc.gc.ca for PSPC to keep on file. PSPC will work with the Department of Justice to assess any declared potential conflicts of interest.

It would be appreciated if forms could be provided to PSPC by COB on Monday, July 20th.

Thank you,

Aubin, Denis (HC/SC)

From: Deehan, Heather (PHAC/ASPC) <heather.deehan@canada.ca>
Sent: 2020-10-26 9:08 AM
To: antony.bastien@pwgsc-tpsgc.gc.ca; SERGE.MENARD2@forces.gc.ca; Caroline Marshall
Cc: Spencer, Robert (PHAC/ASPC); Seddon, Hilary (PHAC/ASPC); Thom, Alan (PHAC/ASPC); Evans, Cindy (PHAC/ASPC)
Subject: FW: Vaccine Logistics - NDAs
Attachments: COVID-19 Public Servant CCol.PDF

Dear Antony,

The Canadian Armed Forces will be supporting logistics planning and operations here in PHAC, and will be involved in developing the detailed implementation plans for the management of distribution of vaccines in Canada.

As such, the members of the team should sign the NDA so that they can have access to the shipment terms and any other contractual provisions that have implications for logistics. I am also including Caroline Marshall who has just started with us today in PHAC to support the logistics work from a policy lens.

Canadian Armed Forces Team:
 Col. Serge Menard – Lead Logistics
 Major Audrey Morales – Logistics Movement Planner
 Major Catalin Colacel – Logistics Planner, Supply Contracting
 LCol. Sean Meredith – Medical Planner
 Major Paul Barnshaw – Specialist Medical Planner

I will ask Col. Menard to communicate this requirement to the team, and submit the NDA's to your attention Antony as we on-board/orient colleagues this week.

Thanks,
 Heather

From: Antony Bastien <Antony.Bastien@pwgsc-tpsgc.gc.ca>
Sent: 2020-09-24 8:32 PM
To: Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>; Ian Potvin <Ian.Potvin@tpsgc-pwgsc.gc.ca>; Tom von Schoenberg <Tom.vonSchoenberg@tpsgc-pwgsc.gc.ca>; Deehan, Heather (PHAC/ASPC) <heather.deehan@canada.ca>; Spencer, Robert (PHAC/ASPC) <robert.spencer@canada.ca>
Cc: Sylvain Cardinal (R) <Sylvain.R.Cardinal@tpsgc-pwgsc.gc.ca>; Martin Montreuil <Martin.Montreuil@tpsgc-pwgsc.gc.ca>; Sandra Labbe <Sandra.Labbe@tpsgc-pwgsc.gc.ca>; Gravelle, Natalie (PHAC/ASPC) <natalie.gravelle@canada.ca>; Henry, Erin (PHAC/ASPC) <erine.henry@canada.ca>; Patel, Milan (PHAC/ASPC) <milan.patel@canada.ca>; House, Althea (PHAC/ASPC) <althea.house@canada.ca>; Lacaille, Carolyn (PHAC/ASPC) <carolyn.lacaille@canada.ca>
Subject: RE: Vaccine Logistics - NDAs

All,
 As more vaccine contracts are getting awarded on the contracting side, more information will flow your way.

I was reminded to verify that all of us in this group have signed the vaccine specific NDA, as PSPC has signed Confidential disclosure agreements with the vaccine manufacturers. From verifying our list :

PSPC: Tom has an NDA. Ian and Sandra would need to sign the attached NDA. Martin and Sylvain to discuss.

PHAC: : Thom, Alan; Patel, Milan; Henry, Erin; House, Althea; Seddon, Hilary are covered by NDA.

Robert Spencer and Hilary Seddon Would need to sign the attached NDA.

Heather, Natalie, and Carolyn, I would need to go back to the list.... Could you specify if you have signed it already and if not, please do.

If you are identified as needing an NDA, please sign the attached and return to my attention, I can provide it to the Secretariat.

Thank you (and don't shoot the messenger)
Antony

Document Released Under the Access to Information Act

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

Document Released Under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

COVID-19 Vaccination Procurement Discussions Confidentiality and Conflict of Interest

On this basis: *(check all applicable boxes)*

- ☐ I declare that I have no conflicting interests, affiliations or relationships
- ☐ I disclose below the interest(s), affiliation(s) or relationship(s) that may be a real or apparent conflict of interest, for Canada's consideration of my interests.
- ☐ I undertake to immediately declare to Canada any conflict of interest that may arise during the course of my participation in the Activities, including being offered any gifts, hospitality, or other benefit and agree to recuse myself from participation until a determination is made.

Interest(s), affiliation(s) and relationships(s) submitted for conflict of interest determination:

Signature: _____
Name: _____
Department: _____
Position: _____
Date: _____

Aubin, Denis (HC/SC)

From: Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>
Sent: 2020-10-27 4:36 PM
To: Szumski2, Roman (PHAC/ASPC); Chalhoub, Isabelle (PHAC/ASPC); Abraham, Natalia k (PHAC/ASPC)
Cc: Gallant, Christy (PHAC/ASPC)
Subject: RE: NDAs

I believe that there are quite a few within CIRID that signed NDAs, but these were all returned to Nathalie Bergeron at PSPC. At a certain point PSPC determined that individual NDA were no longer needed for federal employees as we are all covered through our responsibilities as public servants and the agreements signed at hiring.

I am copying Christy Gallant in CIRID DGO who (possibly?) was tracking signatories for CIRID.

Alan Thom

Manager, Vaccine Supply & Assurance

Immunization Programs and Pandemic Preparedness Division / Division des programmes d'immunisation et de la préparation en cas de pandémie

Centre for Immunization & Respiratory Infectious Diseases (CIRID)

Public Health Agency of Canada

PUBLIC HEALTH AGENCY OF CANADA | AGENCE DE LA SANTÉ PUBLIQUE DU CANADA

130 Colonnade Road, Room/pièce 159A-01, Ottawa, ON K1A 0K9

Phone | Téléphone: 613 222-4614

alan.thom@canada.ca

From: Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>
Sent: 2020-10-27 4:17 PM
To: Chalhoub, Isabelle (PHAC/ASPC) <isabelle.chalhoub@canada.ca>; Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>; Thom, Alan (PHAC/ASPC) <alan.thom@canada.ca>
Subject: RE: NDAs

Copying Alan to join into the mix to track where PHAC signed NDA's are kept! Two interests really: 1) our vaccine apa related ones and 2) PHAC policy and home for such document management. Do we have such a thing?

Roman

From: Chalhoub, Isabelle (PHAC/ASPC) <isabelle.chalhoub@canada.ca>
Sent: 2020-10-27 3:23 PM
To: Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>; Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>
Subject: RE: NDAs

I also have a list of NDAs

Date Received	TYPE	SIGNATOR	REF. PARTY	DESCRIPTION
15-Jul-20	CDA	Roman Szumski	Novavax	Outgoing Confidential Disclosure Agreement
	CDA	PHAC individuals	Novavax	Outgoing Confidential Disclosure Agreement
30-Jul-20	CDA	PHAC individuals	Acuitas Therapeutics	Confidential Disclosure Agreement
	CDA	PHAC individuals	Vac Equity Global Health	Confidential Disclosure Agreement

	COI		GoC	COVID-19 Vaccination Evaluation and Procurement Activities
	COI		GoC	COVID-19 Vaccination Evaluation and Procurement Activities
13-Aug-20	COI		GoC	COVID-19 Vaccination Evaluation and Procurement Activities
	COI		GoC	COVID-19 Vaccination Evaluation and Procurement Activities
1-Sep-20	CDA	PHAC individuals	Sanofi	Confidential Disclosure Agreement

Isabelle

Isabelle Chalhoub
Executive Assistant to VP,
COVID-19 Medical Counter-Measures Acquisitions
Isabelle.chalhoub@canada.ca 613-220-8353

From: Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>

Sent: 2020-10-27 3:13 PM

To: Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>

Subject: RE: NDAs

FYI: I have not been keeping the NDAs – I had facilitated signing (when I was here in August before PSPC lifted the need for an NDA) but wasn't copied when signed forms were submitted to Nathalie Bergeron. So, I suppose it would be Jonathan R. (who has taken on Nathalie's role since she is left) who would have the repository of signed NDAs. Because of the work I and Alan were doing on sharing of information within PHAC and with FPT committees and because we are the only IDPCB employees (along with Roman) who have access to the NDAs, I had reached out to legal regarding what our role will be in defining CBI, but they informed me that "leadership and guidance with respect to the response to the opposition motion are coming at senior levels.. there may be a strategic approach to who is carrying out the redactions." She passed on the request onto senior management at her legal services unit and will get back to me with what she hears on this particular issue.

Natalia

From: Levesque2, Kaili (HC/SC) <kaili.levesque2@canada.ca>

Sent: 2020-10-27 2:45 PM

To: Szumski2, Roman (PHAC/ASPC) <roman.szumski2@canada.ca>

Cc: Abraham, Natalia k (PHAC/ASPC) <nataliak.abraham@canada.ca>; Sutherland2, Melissa (HC/SC) <melissa.sutherland2@canada.ca>

Subject: NDAs

Roman –

I have been informed that I am the keeper of the NDAs for Health Canada and the Minister's office. I am wondering if you are the same person for PHAC, and if so, can we discuss the strategy going forward? I've engaged our joint legal services on this but the broader PT engagement and info sharing scares me a bit. Thanks!

K

Kaili Levesque

A/ADM, Medical Countermeasures and Research ~ SMA p.i., Contre-mesures médicales et initiatives de recherche
COVID-19 Task Force ~ Groupe de travail face à la COVID-19
613.818.0492

Aubin, Denis (HC/SC)

From: Thom, Alan (PHAC/ASPC)
Sent: 2021-10-15 10:26 AM
To: Rotor, Catherine (PHAC/ASPC); Seaby, Jenna (PHAC/ASPC); Prokipcak, Joseph (HC/SC); Popiel, Tomasz (PHAC/ASPC)
Cc: Chasse, Sabin (PHAC/ASPC); Burutzis, Kyriaki (PHAC/ASPC); Bertrand, Sylvie (PHAC/ASPC); Patel, Milan (PHAC/ASPC)
Subject: RE: Vaccine Contracts - NDAs
Attachments: For action: Non-Disclosure Agreements

Catherine:

Attached is an email from PSPC containing the generic confidentiality and conflict of interest attestations that PSPC was originally requiring those involved in COVID-19 vaccine contracts to sign (public servants; MinO exempt staff, and consultants). PSPC moved away from having public servants sign individually, relying instead on the confidentiality obligations of our employment agreements.

In terms of specific NDAs signed directly with vaccine suppliers, PSPC was responsible for those (signing on behalf of the GoC), so you should reach out directly to them to obtain NDAs that may have been specific to each company. Would suggest contacting Joelle Paquette and/or Levent Ozmutlu (both DGs responsible for vaccine acquisitions at PSPC).

Also, each contract contains a company specific confidentiality clause (they all originated with the supplier and were finalized during contract negotiations) and those individual contract clauses would be critical to determining what information is shareable under the audit.

Alan Thom
 Manager, Vaccine Supply & Assurance
 Immunization Program / Programme d'immunisation
 Centre for Immunization Readiness / Centre de préparation à l'immunisation
PUBLIC HEALTH AGENCY OF CANADA | AGENCE DE LA SANTÉ PUBLIQUE DU CANADA
 130 Colonnade Road, Room/pièce 159A-01, Ottawa, ON K1A 0K9
 Phone | Téléphone: **613 222-4614**

NOTE NEW EMAIL ADDRESS: alan.thom@phac-aspc.gc.ca

From: Rotor, Catherine (PHAC/ASPC) <catherine.rotor@phac-aspc.gc.ca>
Sent: 2021-10-14 7:19 PM
To: Thom, Alan (PHAC/ASPC) <alan.thom@phac-aspc.gc.ca>; Seaby, Jenna (PHAC/ASPC) <jenna.seaby@phac-aspc.gc.ca>; Prokipcak, Joseph (HC/SC) <joseph.prokipcak@hc-sc.gc.ca>; Popiel, Tomasz (PHAC/ASPC) <tomasz.popiel@phac-aspc.gc.ca>
Cc: Chasse, Sabin (PHAC/ASPC) <sabin.chasse@phac-aspc.gc.ca>; Burutzis, Kyriaki (PHAC/ASPC) <kyriaki.burutzis@phac-aspc.gc.ca>; Bertrand, Sylvie (PHAC/ASPC) <sylvie.bertrand@phac-aspc.gc.ca>
Subject: Vaccine Contracts - NDAs

Good evening Alan, Jenna, Joe and Tom.

(As Alan may not know me) I work in the Office of Audit and Evaluation (OAE), as the Audit Liaison Manager, under our Chief Audit Executive, Shelley Borys. As you likely know, OAE supports both HC and PHAC and both organizations are currently undergoing the **Vaccine Expenditures** audit, lead by the Office of the Auditor General of Canada (OAG).

As the vaccine contracts, non-disclosure agreements (NDAs), notices to vendors, etc. hold sensitive information, i.e., confidentiality clauses of sorts, our team is trying to locate the NDAs to ascertain if PHAC and/or HC are required to inform vendors/vaccine suppliers, in relation to confidential information, that the OAG will have access to the contracts, NDAs, etc. as part of their audit.

It is critical that we get our hands on these documents as soon as possible, as the audit started a couple weeks ago and we need to ensure that we (HC and PHAC) align our two organizations with the specific confidentiality controls incorporated in these documents.

Additionally, we have informed the OAG that HC and PHAC are not in a position to share all the material they are requesting, i.e., we will only share the documentation that does not engage the issue noted above. As you can imagine, your immediate attention to this matter would be greatly appreciated, as the OAG has their timelines they need to meet and we do not want to hold them up any longer than necessary.

Thank you Alan, Jenna, Joe and Tom.

Should you wish to discuss this further, please do not hesitate to contact me. Moreover, a meeting can be scheduled for Friday, October 16, 2021, if this is a better option.

Thank you again.

Catherine

Catherine Rotor
She | elle

External Audit Liaison Manager | Gestionnaire, liaison avec l'audit externe
Office of Audit and Evaluation | Bureau de la vérification et évaluation
Public Health Agency of Canada | Agence de santé publique du Canada
Rm 322 B3, 785 Carling Avenue / Chambre 322 B3, 785 avenue Carling, Ottawa, ON, Canada K1A 0K9
catherine.rotor@canada.ca
Mobile | Cellulaire 613-716-2003
Government of Canada | Gouvernement du Canada

Aubin, Denis (HC/SC)

From: Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>
Sent: 2020-07-29 8:37 PM
To: Szumski, Roman (Ext.); Szumski, Roman (PHAC/ASPC); Thom, Alan (PHAC/ASPC); Abraham, Natalia k (PHAC/ASPC)
Cc: Chalhoub, Isabelle (Ext.)
Subject: For action: Non-Disclosure Agreements
Attachments: COVID-19 Consultant CCol.PDF; COVID-19 MinO Exempt Staff CCol.PDF; COVID-19 Public Servant CCol.PDF

Hello,

Please find attached the confidentiality and conflict of interest forms for folks working on the vaccine file.

You can provide your signed agreement to me.

Please let me know if you have any questions.

Thank you,
 Nathalie

From: Michael Vandergrift
Sent: July 18, 2020 11:06 AM
To: Simon Kennedy <simon.kennedy@canada.ca>; Stephen Lucas <stephen.lucas@canada.ca>; Tina Namiesniowski <tina.namiesniowski@canada.ca>; Thao Pham <thao.pham@pco-bcp.gc.ca>; Ava Yaskiel <ava.yaskiel@canada.ca>
Cc: Bill Matthews <Bill.Matthews@tpsgc-pwgsc.gc.ca>; Arianne Reza <Arianne.Reza@tpsgc-pwgsc.gc.ca>; Nathalie Bergeron <Nathalie.Bergeron@tpsgc-pwgsc.gc.ca>
Subject: For action: Non-Disclosure Agreements

Colleagues,

Public Services and Procurement Canada is engaging in discussions with several organizations in the vaccination supply chain who are working to respond to the COVID-19 global health emergency and has entered into confidentiality agreements with these suppliers. Disclosure of information related to these discussions may therefore be shared on a 'need to know' basis only. In order to protect the integrity of its procurement processes, PSPC must ensure the proper handling, safeguarding, use and preservation of Confidential Information, and ensure that no recipients hold interests which conflict with this process. PSPC is therefore requiring that all persons who have a need to know this information sign the applicable Confidentiality and Conflict of Interest Declaration form prior to receiving any verbal or written information subject to these confidentiality agreements.

Please find attached Confidentiality and Conflict of Interest declaration forms for public service employees, consultants, and Minister's exempt staff. Please ensure that all personnel working in your department who will be privy to confidential information related to COVID-19 vaccine procurement have signed the applicable form. Each department should identify an individual who will be responsible for ensuring that all persons working in or with their department have fully and

Document Released Under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

accurately completed the correct version of the form prior to their involvement in any sensitive discussions. Once signed, all forms should be provided to nathalie.bergeron@tpsgc-pwgsc.gc.ca for PSPC to keep on file. PSPC will work with the Department of Justice to assess any declared potential conflicts of interest.

It would be appreciated if forms could be provided to PSPC by COB on Monday, July 20th.

Thank you,

Document Released Under the Access to Information Act

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

COVID-19 Vaccination Procurement Discussions
Confidentiality and Conflict of Interest

On this basis: *(check all applicable boxes)*

- ☐ I declare that I have no conflicting interests, affiliations or relationships
- ☐ I disclose below the interest(s), affiliation(s) or relationship(s) that may be a real or apparent conflict of interest, for Canada's consideration of my interests.
- ☐ I undertake to immediately declare to Canada any conflict of interest that may arise during the course of my participation in the Activities, including being offered any gifts, hospitality, or other benefit and agree to recuse myself from participation until a determination is made.

Interest(s), affiliation(s) and relationships(s) submitted for conflict of interest determination:

Signature: _____
Name: _____
Department: _____
Position: _____
Date: _____

Document Released Under the Access to Information Act

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

Condition

It is a condition of receiving Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Ministerial (Exempt) Staff

Confirmation of Confidentiality and Conflict of Interest Disclosure Obligations

- ES-1. As a staff member for the Minister of _____, I understand the importance of handling, safeguarding, using and preserving Confidential Information that may be disclosed during briefings and meetings with strict confidentiality and in accordance with any governance procedures required by Canada. I confirm that I will respect and abide by any such procedures.
- ES-2. I understand that I may receive Confidential Information related to the Activities undertaken by the department. I understand and accept that such Confidential Information must be:
- used by me as a member of the staff of the Minister only for advancing Canada's purposes,
 - held in confidence,
 - safeguarded to prevent unauthorized access, use or disclosure, and
 - not disclosed to third parties, unless required by law.
- ES-3. As an individual not employed by nor under any contract with Canada governing my participation in meetings, briefing or other situations involving Confidential Information related to the Activities, I pledge to be bound to respect and comply with the confidentiality and non-disclosure obligations set out above, and any confidentiality, non-disclosure or governance direction related to my participation in meetings, briefing or other activities. I understand that without this undertaking, I would not be permitted to participate.
- ES-4. I understand that I am required to report any real, apparent or potential conflict of interest that I may be in. I further commit to report any real, apparent or potential conflict of interest that arises while Canada continues the Activities.
- ES-5. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or fulfill my duties objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

Document Released Under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

COVID-19 Vaccination Procurement Discussions Confidentiality and Conflict of Interest

On this basis: *(check all applicable boxes)*

- ☐ I declare that I have no conflicting interests, affiliations or relationships
- ☐ I disclose below the interest(s), affiliation(s) or relationship(s) that may be a real or apparent conflict of interest, for Canada's consideration of my interests.
- ☐ I undertake to immediately declare to Canada any conflict of interest that may arise during the course of my participation in the Activities, including being offered any gifts, hospitality, or other benefit and agree to recuse myself from participation until a determination is made.

Interest(s), affiliation(s) and relationships(s) submitted for conflict of interest determination:

Signature: _____

Name: _____

Position: _____

Date: _____

Document Released Under the Access to Information Act

Government of Canada
COVID-19 Vaccination Evaluation and Procurement Activities

Confidentiality Affirmation and Conflict of Interest Declaration

Context

The Government of Canada (“Canada”) has engaged in discussions with several organizations in the vaccination supply chain, who are working to respond to the COVID-19 global health emergency.

Canada has entered into confidentiality agreements with suppliers, and before disclosure is made, needs to ensure that it has the same commitment from every “need to know” recipient (“Recipient”) who is involved with Canada’s effort to support, coordinate and advance Canada’s evaluation and procurement of potential vaccines, vaccination supplies and other medical countermeasures in support of the Canada’s response to COVID-19 (“Activities”).

Confidentiality

Confidential information (“Confidential Information”) is owned by a third party and may be non-public, protected, confidential, privileged or proprietary in nature, and will be considered confidential, whether or not such information is specifically marked or identified as confidential or sensitive. Confidential Information may be generated or presented orally or visually (for example, during meetings, discussions, demonstrations, software trials, etc.), or in writing, including electronic format.

Unauthorized disclosure of any Confidential Information, including, but not limited to, disclosures or communications to supplier competitors or to the media, may result in embarrassment, criticism, or claims against Canada, and may jeopardize Canada’s supplier relations and procurement processes.

In order to protect the integrity of its procurement processes, and maintain credibility with suppliers, Canada must ensure the proper handling, safeguarding, use and preservation of Confidential Information by all Recipients.

Conflict of Interest

A conflict of interest arises when there is a divergence between a person’s interests and Canada’s interests or the person’s duties and responsibilities to Canada. A conflict of interest may be actual, potential or perceived.

A person must assess their private, professional, volunteer, business, financial, and public interests and activities, as well as relationships with family, friends and organizations with which they are associated to make the determination.

Conflicts of interest (real or perceived) may jeopardize Canada’s supplier relations and procurement processes.

Every proposed Recipient must disclose any obligation, commitment, relationship or interest that conflicts or may be perceived to conflict Canada’s interests or with their role or duties to Canada.

Canada will assess whether an actual or apparent conflict of interest exists, and will determine, in its sole discretion, if a proposed Recipient may participate in any Activities.

Condition

It is a condition of receiving the Confidential Information involving the disclosure of Confidential Information that all Recipients declare their understanding of these issues, disclose any real or potential conflicts of interest and declare acceptance of the associated obligations.

Confirmation of Government of Canada Employee Obligations regarding Values and Ethics, Conflict of Interest, Confidentiality and Post-Employment

- PS-1. As an employee of the Government of Canada, I acknowledge that I have read and understood the *Values and Ethics Code for the Public Sector*, as well as any policy or code on values and ethics at my home department or agency, and the Treasury Board *Policy on Conflict of Interest and Post-Employment* (or any equivalent policy on Conflict of Interest and Post-Employment if my substantive position is outside the core public administration). I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my receiving any confidential or sensitive third party information in the course of my employment with the Government of Canada.
- PS-2. I acknowledge that I have read and understood the *Values and Ethics Code* for the Public Sector, and the Treasury Board *Policy on Conflict of Interest and Post-Employment*. I also acknowledge and confirm that I remain bound by my Oath or Solemn Affirmation to not disclose (without due authority) or make known any matter that comes to my knowledge by reason of my employment with the Government of Canada. I acknowledge that the obligations set out above are a confirmation of my existing obligations, and I will abide by those requirements.
- PS-3. Further, I understand that I am required to report any real, apparent or potential conflict of interest that I may be in, and that I may be required to abide by certain post-employment measures. In the event that I become aware of any real, apparent or potential conflict of interest that I may be in or in the event of leaving the employ of the Government of Canada, I understand that I am required to abide by the procedures set out in the *Policy on Conflict of Interest and Post-Employment*. I acknowledge that the obligations described above reflect my existing obligations as a public servant.
- PS-4. I agree to declare my present interests. I have assessed my current
- interest in any third party supplier with whom Canada may negotiate or evaluate for purposes of procurement of vaccines, vaccination supplies or other medical countermeasures,
 - financial interest in or affiliation with any businesses, corporate or non-profit board of directors, advisory committee or similar entity, and
 - relationships with family, friends, organizations with which they are associated,
- to consider whether any of my interests, affiliations or relationships
- could compromise, or be perceived to compromise, my ability to exercise judgment, independence or full participation in the Activities, objectively with a view to the best interests of Canada, or
 - could benefit or be perceived to benefit my family, friends, or organizations with which they are associated as a result of my access to the Confidential Information.

Document Released Under the Access to Information Act
COVID-19 Vaccination Procurement Discussions
Confidentiality and Conflict of Interest

On this basis: *(check all applicable boxes)*

- ☐ I declare that I have no conflicting interests, affiliations or relationships
- ☐ I disclose below the interest(s), affiliation(s) or relationship(s) that may be a real or apparent conflict of interest, for Canada's consideration of my interests.
- ☐ I undertake to immediately declare to Canada any conflict of interest that may arise during the course of my participation in the Activities, including being offered any gifts, hospitality, or other benefit and agree to recuse myself from participation until a determination is made.

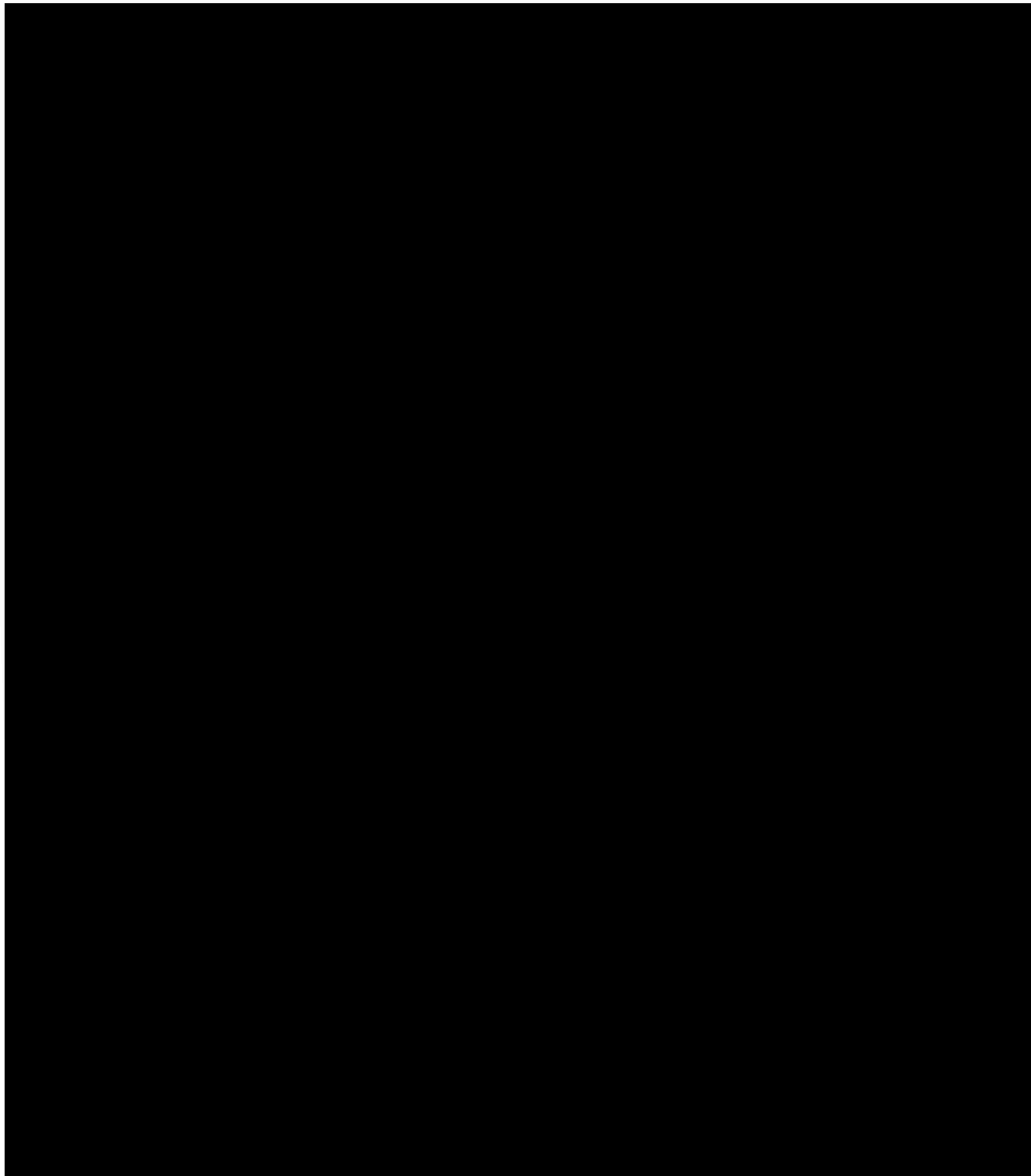
Interest(s), affiliation(s) and relationships(s) submitted for conflict of interest determination:

Signature: _____
Name: _____
Department: _____
Position: _____
Date: _____

[REDACTED]

[REDACTED]

WITHHELD / RETENUE Is(Are) exempted and/or excluded pursuant to section(s)est(sont) exemptée(s) et/ou exclus en vertu de(s)(l')



[REDACTED]

[REDACTED]