



Memorandum of Understanding (MOU)

Thank you for agreeing to participate in the DEMONSTRATE (reDuction of athErothroMb**O**tic eve**NtS** in pa**T**ients with co**R**onary **A**r**T**Ery disease) Program. The DEMONSTRATE Program is coordinated by the Canadian Heart Research Centre ("CHRC") and is supported by PendoPharm Canada ("Sponsor").

Please review the following information and make yourself familiar with the DEMONSTRATE Program components, as well as your expected role as a program participant, and the CHRC's role, as the coordinating centre.

DEMONSTRATE PROGRAM:

The participating physician will have the following responsibilities:

- Read and understand this Memorandum of Understanding (MOU) and the DEMONSTRATE Program materials and timelines and ensure that all person(s) in your practice who may be associated with this initiative also review and understand these materials;
- ✓ Partake in the DEMONSTRATE Program in its entirety or promptly advise the CHRC if you are unable to complete the project
- Complete the data collection forms and the feedback log on 10 (ten) patients that meet the program eligibility criteria in adherence with the program timelines;
- ✓ Be available to answer any data gueries:
- Exercise reasonable and diligent efforts and professional expertise in the conduct and completion of the program documents in an efficient and timely manner and in compliance with the program instructions.

Program Components:

- Needs Assessment Survey
- On-Demand Webinar
- Data Collection Forms
- Feedback Log

Participating physician will have the following responsibilities with respect to Confidential Information:

Confidential Information: defined as confidential or proprietary information of the CHRC and/or the Sponsor either disclosed orally or in writing to or otherwise learned by the participating physician through participation in the DEMONSTRATE Program that should reasonably be known to be confidential or proprietary to the CHRC and/or the Sponsor, including but not limited to: research, development and clinical programs, data and results, educational products, inventions, works of authorship, trade secrets, processes, conceptions, formulas, patents, patent applications, and licenses, business, product, marketing, sales, scientific and technical strategies, programs and results, including costs and prices, suppliers, manufacturers, customers, market data, personnel, and consultants and other confidential matters related to the CHRC and/or the Sponsor.

Participating Physician:

- ✓ Shall not use Confidential Information except for the purpose of evaluating, negotiating and/or participating in the DEMONSTRATE Program
- ✓ Will hold Confidential Information in strictest confidence and shall not disclose Confidential Information to others, except for its employees or agents who require Confidential Information for the purpose of evaluating or negotiating the business relationship in relation to the DEMONSTRATE Program and who are subject to binding obligations of confidentiality and restricted use, participating physician shall be solely responsible for compliance with the terms of Confidential Information by such employees or agents;
- ✓ Will protect the confidentiality of Confidential Information using at least the same level of efforts and measures used to protect its own confidential information, and at least commercially reasonable efforts and measures, including without limitation limiting access to Confidential Information commensurate with the purposes of this MOU and keeping adequate records of those with access to Confidential Information and of all uses or dispositions of Confidential Information;
- ✓ Will notify the CHRC as promptly as practicable of any unauthorized use or disclosure of Confidential Information:
- ✓ Acknowledges and agrees that there are no known circumstances which would place the participating physician in a conflict of interest as a result of the performance of the DEMONSTRATE Program.

The CHRC will have the following responsibilities:

- ✓ Provide all the necessary program materials to the participating physician;
- ✓ Be available to answer questions in relation to the DEMONSTRATE Program documents, instructions and/or the completion of the practice assessment forms / practice re-assessment forms
- ✓ Provide physicians with remuneration of \$2,000.00 for properly completed program components (data collection forms and feedback log on 10 (ten) eligible patients) as following:

\$1,000.00

- Complete the registration and program documents (short needs assessment, payee form and Memorandum of Understanding).
- Watch a short on-demand webinar presented by Dr. Goodman
- Identify ten (10) patients that may benefit from 0.5 mg once daily Colchicine (MyinflaTM ER) and meet the DEMONSTRATE program eligibility criteria and complete and submit short data collection forms for the ten (10) eligible patients online.

\$1.000.00

• Complete and upload a one-page "Feedback Log" for the 10 (ten) completed data collection forms.

General:

By participating in the DEMONSTRATE Program the relationship of the participating physician to the CHRC is that of an independent contractor. Physician shall have no authority to make agreements with third parties that are binding on the CHRC.

Agree to Terms:

☐ I have read and agree to the terms of the Memorandum of Understanding and certify that I hold a valid license to practice medicine in Canada.