Republic of the Philippines
Department of Health
OFFICE OF THE SECRETARY

July 21, 2021

DEPARTMENT MEMORANDUM
No. 2021 - 0335

TO : **DIRECTORS OF CENTERS FOR DEVELOPMENT (CHDs); EXECUTIVE DIRECTORS OF SPECIALTY HOSPITALS; CHIEFS OF HOSPITALS, MEDICAL CENTERS AND SANITARIA; CENTRAL OFFICE BUREAU/SERVICE DIRECTORS; PROGRAM MANAGERS AND OTHER OFFICES CONCERNED**

SUBJECT : **Rules of Procedure for the Price Negotiation Board for Innovative, Proprietary, Patented, and Single-Sourced Health Commodities**

Attached for your information and guidance is a copy of the Rules of Procedure (RoP) for the Price Negotiation Board (PNB) for Innovative, Proprietary, Patented, and Single-Sourced Health Commodities.

The said RoP was created in conjunction with the Joint Administrative Order No. 2021-0001 entitled "Constitution of the Price Negotiation Board and Implementing Guidelines on Price Negotiation for Innovative, Proprietary, Patented and Single-sourced Health Commodities". The signing of this JAO is a significant step to improve efficiency in government spending through centralized negotiation and likewise to guarantee access to affordable and quality medicines and health products.

For inquiries and other concerns, you may contact the DOH-Pharmaceutical Division (PD), as the PNB Secretariat, through email at pnb@doh.gov.ph.

Thank you.

By Authority of the Secretary of Health:

GERARDO V. BAYUGO, MD, MPH, CESO I
Undersecretary of Health
Health Regulation Team

Rules of Procedure for the Price Negotiation Board on Price Negotiations for Innovative, Proprietary, Patented, and Single-Sourced Health Commodities

Background

Government spending on pharmaceuticals and medical devices is expected to continuously rise with the rapid changes in the health needs of Filipinos and the discovery and invention of new and innovative health products. In the midst of this growing demands and infinite needs of the population *vis-à-vis* the finite financial resources of the government and health system as a whole, providing for such drugs and medical devices poses a challenge to the government as it also aims to increase population coverage.

The enactment of Republic Act (R.A.) No. 11223 into law, otherwise known as, "The Universal Health Care (UHC) Act", mandates the creation of an independent Price Negotiation Board (PNB), with the overall responsibility of conducting the actual negotiation process with a supplier and recommending policies and strategic directions for the enhancement of overall functions of relevant offices and processes of price negotiations. Relative thereto, its mandate requires the application or adoption of cost-containment measures that will promote efficiency in government health spending and increase health coverage to all Filipinos with much priority given to the poor and marginalized sector.

To fulfill its mandate, the PNB is supported by a Secretariat which shall assist in the analysis of price data and other relevant information and ensuring compliance with existing laws, rules, regulations, and guidelines. Both the PNB and the Secretariat are assisted by a Technical Working Groups (TWG) in determining, among others, the price offer of a supplier and the proper or reasonable price for a new product or device.

This Rules of Procedures (RoP) is issued to provide structure and clarity in the entire processes of the price negotiation. Relative thereto, the processes as outlined in the Annexes, including the terms and conditions for the required Disclosure of Conflict of Interest (DCI), shall form integral parts hereof.

Rule 1. Purpose and Application

This RoP shall govern the negotiations which will be conducted by the PNB in conjunction with the Joint Administrative Order (JAO) No. 2021-0001 entitled, "*Constitution of the Price Negotiation Board and Implementing Guidelines on Price Negotiation for Innovative, Proprietary, Patented and Single-Sourced Health Commodities*", signed on 07 January 2021 by the Department of Health (DOH) and the Department of Trade and Industry (DTI). All other

mechanisms and provisions stated in the said JAO, which are not otherwise provided, are deemed integrated herein.

Rule 2. Definitions

1. **Centrally Negotiated Price** (CNP) refers to the agreed price as a result of a successful negotiation between the PNB and a supplier, which shall be the basis of the procurement price applicable to all health care providers under the DOH and the basis of Philippine Health Insurance Corporation (Philhealth)'s claims payment and benefit packages development.

2. **Suppliers** refer to the pharmaceutical and medical devices industry companies or entities that may supply medicine, drugs, or medical devices to the government.

3. **End-Users** refer to DOH owned health care providers (i.e., DOH Central Office, retained and corporate hospitals, treatment and rehabilitation centers, and Centers for Health Development) and PhilHealth.

4. **External Reference Pricing** (ERP) refers to the practice of using the price(s) of a pharmaceutical product in one or several countries in order to derive a benchmark or reference price for the purposes of setting or negotiating the price of the product in a given country.

5. **Fair price** refers to one that is affordable for health systems and patients and that at the same time provides sufficient market incentive for industry to invest in innovation and the production of health commodities.

6. **Health Commodities** refer to medicines, drugs, or medical devices.

7. **Drugs or medicines** refer to (1) articles recognized in official pharmacopeias and formularies, including official homeopathic pharmacopeias, or any documentary supplement to any of them, which are recognized and adopted by the Philippine Food and Drug Administration (FDA); (2) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals; (3) articles (other than food) intended to affect the structure of any function of the body of humans or animals; or (4) articles intended for use as a component of any articles specified in clauses (1), (2), or (3) but do not include devices or their components, parts or accessories.

8. **Medical device** refers to any instrument, apparatus, implement, machine, appliance, implant, in-vitro reagent or calibrator, software, material, or other similar or related article intended by the manufacturer to be used alone, or in combination, for human beings for one or more of the specific purpose(s) of: diagnosis, prevention, monitoring, treatment or alleviation of disease; diagnosis, monitoring, treatment, alleviation of, or compensation for an injury; investigation, replacement, modification, or support of the anatomy or of a physiological process; supporting or sustaining life; preventing

infection; control of conception; disinfection of medical devices; and providing information for medical or diagnostic purposes by means of in-vitro examination of specimens derived from the human body. This device does not achieve its primary intended action in or on the human body by pharmacological, immunological or metabolic means but which may be assisted in its intended function by such means.

9. **Health Technology Assessment** (HTA) refers to the systematic evaluation of properties, effects, or impact of health-related technologies, devices, medicines, vaccines, procedures, and all other health-related systems developed to solve a health problem and improve the quality of lives and health outcomes, utilizing a multidisciplinary process to evaluate the clinical, economic, organizational, social, and ethical issues of a health intervention.

10. **Health Technology Assessment Council** (HTAC) refers to the recommending body composed of health experts created within DOH in a transitory stage, and supported by the HTA Unit in its governance, management and operations.

11. **Memorandum of Agreement** (MOA) refers to the document executed by and between the end-user and the company after successful negotiation, which contains the negotiated price and the terms of agreement, among others.

12. **Price Negotiation** refers to strategic communication or dialogue in terms of pricing a health commodity nominated for procurement or cost-setting that is designed to reach an agreement or compromise between two parties who have some shared and/or opposing goals and interests.

13. **Price Offer** refers to the price at which a company offers a health commodity for sale.

Rule 3. Place and dates of Meetings and Quorum

1. The PNB shall meet at least once a month or as may deemed necessary. Special meetings may be convened by the Chairperson or by a majority of the members of the PNB.

2. A majority of the members of the PNB shall constitute a quorum (i.e., five (5) members), but the Chairperson or his/her alternate must be present during meetings.

3. The places and dates of the meetings shall be decided by the PNB.

4. The Secretariat shall notify all members of the PNB and concerned parties of the date and place of the scheduled meetings at least two (2) weeks before the same.

5. A decision or motion shall only be adopted through a general consensus or through a majority vote of the members and shall be contained in a written resolution.

6. The PNB and its members shall ensure that they will reach an informed and reasonable decision. Towards this end, the PNB may invite experts, on the fields of medicine

(medical/clinical), intellectual property rights, competition law, procurement law, economics, as well as the end-users (e.g., DOH program managers), financial expert from DOH Budget/Accounting Office and patient's organizations, among others. The invited experts shall act only as resource persons and shall not have any voting power during the deliberation of the PNB.

Rule 4. Adoption and Revision of Provisional Agenda

1. The Secretariat shall, upon approval of the PNB, submit at each meeting the provisional agenda for the following scheduled meeting, which shall include all items as proposed by the PNB.

2. The Secretariat shall circulate the provisional agenda for each session at least one (1) week before the same.

3. The Secretariat shall, at the request of an interested entity or company or other relevant office and with the agreement of the Chairperson, include in an addendum to the provisional agenda any suitable issue which may arise in between meetings.

4. At the beginning of each meeting, the PNB shall adopt its agenda based on the provisional agenda, and has the option to add, delete, defer or amend items therein.

Rule 5. Preparation for Meetings

The Secretariat shall be responsible for scheduling meetings, upon consultation with the Chairperson, and for making all the necessary arrangements thereof, including the preparation and distribution of all necessary documents thru e-mail at least three (3) days before the scheduled meeting.

Rule 6. Price Negotiation Process

6.1 Nomination of Health Commodity/ies for Negotiation

1. The submission of request for price negotiation may emanate from:
   a. DOH Central Office Bureau Directors
   b. Centers for Health Development
   c. DOH Retained Hospitals and other Health Care Facilities
   d. Philippine Health Insurance Corporation
   e. Health Technology Assessment Council

2. The following documents shall be required from the end-users prior to acceptance of a health commodity for negotiation:
   a. Budget allocation of the program
   b. Procurement price for the past year/s (if available)
   c. Utilization report for the past year/s (if available)

d. Estimated volume for procurement

3. The Secretariat shall review the completeness of the documents, together with other relevant data needed in the assessment of the price offer, and submit them to PNB for its reference.
4. During the negotiation proper, a maximum of three (3) meetings shall be conducted.

5. The entire negotiation process shall be done within sixty (60) working days from the receipt of the Letter of Intent (LOI) from the supplier.

6.2. Basket of Countries for External Reference Pricing:

1. The reference countries shall be divided into two (2) baskets or categories for price negotiations:
   a. Asian countries (South Korea, Thailand, Malaysia, Vietnam, Indonesia)
   b. Developed Countries (UK, Australia, Canada, New Zealand)

2. In the price negotiations, the PNB shall consider the following factors:

<table>
<tr><th>Country</th><th>Currently available reference</th><th>Socio-economic classification</th><th>Established price negotiation body</th></tr>
<tr><td>Thailand</td><td rowspan="11">Official Government Sources

WHO PIEMEDS

Other Country Market Data</td><td rowspan="2">UMIC[1]</td><td>Working Group on Price Negotiation</td></tr>
<tr><td>Malaysia</td><td>Pharmaceutical Service Division</td></tr>
<tr><td>Vietnam</td><td rowspan="2">LMIC[2]</td><td></td></tr>
<tr><td>Indonesia</td><td></td></tr>
<tr><td>UK</td><td rowspan="5">OECD[3]</td><td></td></tr>
<tr><td>Australia</td><td>Pharmaceutical Benefits Advisory Committee, Pharmaceutical Benefits Pricing Authority</td></tr>
<tr><td>Canada</td><td>Pan-Canadian Pharmaceutical Alliance</td></tr>
<tr><td>South Korea</td><td>Health Insurance Review and Assessment Service</td></tr>
<tr><td>New Zealand</td><td>Pharmaceutical Management Agency of New Zealand</td></tr>
</table>

[1] Upper- Middle Income Country
[2] Lower-Middle Income Country
[3] Organization for Economic Co-operation and Development

6.3. Calculation of Base Price for Negotiation for Drugs and Medicines

1. For price benchmarking purposes, the public procurement price of the comparator drug (if new drug) or the same drug (if patented or single-sourced) in the reference countries shall be considered.

Example:

Name of drug : Drug x Php 29,148.27		
Reference Countries:	**Price in Asian Countries (Php)**	**Price in OECD Countries (Php)**
Thailand	26,212.53	
Malaysia	Same dosage strength not available	
Vietnam	24,853.84	
Indonesia	21,187.06	
UK		21,193.49
Australia		13,142.07
Canada		20,212.01

** Reference for PH price: DPRI

2. The lowest possible price from the reference countries in the basket shall be factored in.

3. The price offer of the company shall be compared with international benchmark prices.

4. If the price offer of the company is higher than the benchmark price, the PNB shall reject the offer and proceed with the negotiation using the benchmark price. If the price offer is lower, the PNB shall accept the offer which will be the final negotiated price.

5. For the DOH hospital pharmacies selling drugs for retail, negotiated price may be subject to the allowable mark-ups in accordance to the Administrative Order (AO) No. 2020-0043.

6. If after checking all possible price references and there is no sufficient data available to calculate the base price for the negotiation, the base price can be computed from the existing price references of other medicines under the same therapeutic class/category. It can also be determined based on need, demand and reasonableness.

6.4 Outcomes of Negotiation

6.4.1 For Successful Negotiations

1. The Secretariat shall draft a Board Resolution for approval by the PNB, which shall bear the negotiated price along with its terms of agreement (i.e. quantity, schedule, frequency, etc.). This will be furnished to the end-users, the company and the HTAC (for health commodities that are under HTA).

2. For drugs and vaccines that are already listed in the Philippine National Formulary (PNF) and for medical devices which are already being procured by the DOH, a MOA shall be executed by and between the company and financing agents to formalize the same.

3. For health commodities that have undergone the HTA process (i.e., those that are being proposed for DOH and PhilHealth coverage), a MOA shall only be executed once it satisfies the following conditions:
   a. The technology receives a positive recommendation from HTAC; and
   b. The technology is duly adopted by the DOH and PhilHealth for the development of policies and programs and benefit packages.

4. The negotiated prices are only valid for one (1) year; except when the procuring entity has secured a Multi-Year Obligational Authority (MYOA)/ Multi-Year Contracting Authority (MYCA) from the Department of Budget and Management (DBM) and a multi-year contract shall be implemented. In which case, the validity of the negotiated price shall be determined by both parties, provided that it will not exceed three (3) years and it follows the guidelines of the Government Procurement Policy Board (GPPB).

5. The negotiated prices are still subject for allowable mark-up in accordance with the DOH approved guidelines on price mark-ups in so far as DOH-owned health care providers are concerned.

6.4.2 For Failed Negotiations

1. If there is no agreed price at the end of the negotiation, the concerned company will be given fifteen (15) working days from receipt of the decision of the PNB to file a written appeal.

2. Upon receipt of the appeal, the PNB shall convene to re-evaluate the submission and issue its final decision within thirty (30) days.

3. If the decision is not acceptable to the concerned company, the PNB shall deliberate on the next steps to be taken and recommend other instruments in existing laws as it deemed necessary to ensure access to essential health commodities.

4. The Secretariat shall provide a copy of the Board Resolution to concerned offices or parties or to other entities as may be determined by the PNB.

6.5 Re-negotiation

1. Before the expiration of the MOA, the end-user may nominate the health commodities for the price re-negotiation to the Secretariat. The Secretariat shall review the documents submitted such as utilization reports, among others.

2. The PNB shall deliberate and decide if the price of the commodity is eligible for re-negotiation based on the following circumstances:
   a. new price has been observed in other countries
   b. company submitted a new price to the end-user
   c. updated epidemiological report which may affect the volume of use of the commodity or drug or new clinical evidence
   d. updated HTAC recommendations

Rule 7. Document Management

1. For all meetings of PNB, the Secretariat shall in accordance with these rules, prepare the Minutes of the meetings subject for review and approval. The individual members of PNB shall review and confirm the Minutes and will be revised accordingly by the Secretariat for approval and signature. The signed Minutes of meetings will become part of the records of the PNB and will be maintained by its Secretariat.

2. The Secretariat shall likewise receive and distribute the official documents; circulate documents for each meeting; publish and circulate relevant documentation to the concerned parties; and have the custody of the documents in the PNB's archives. All electronic copies of the files shall be kept in Google drive which may be shared and accessed by the PNB and the Secretariat as necessary. Printed copies shall also be kept and maintained as necessary.

3. For accountability purposes, the Secretariat, composed of the Technical Staff from the DOH, DTI, and PhilHealth shall performed the following tasks as delineated herein:

Specific Tasks	Agency Responsible
1. Consolidation and review of the submission for price negotiation (completeness, ERP, volume, issuance of LOI to the companies, etc.)	DOH-PD
2. Price information and indicative volume (public and private hospitals prices and procurement data)	DOH-PD, PhilHealth
3. Consolidation and preparation of documents for the meeting proper (NOM, provisional agenda, consolidated documents from no.1 above)	PhilHealth
4. Minutes of the Meetings (drafting, sending out to	DOH-PD, DTI

	members of PNB, revision and finalization)	
5.	Identification of the TWG	PNB members
6.	Dissemination of result of the negotiations (parties, web portals, stakeholders)	DOH-PD, DTI, PhilHealth

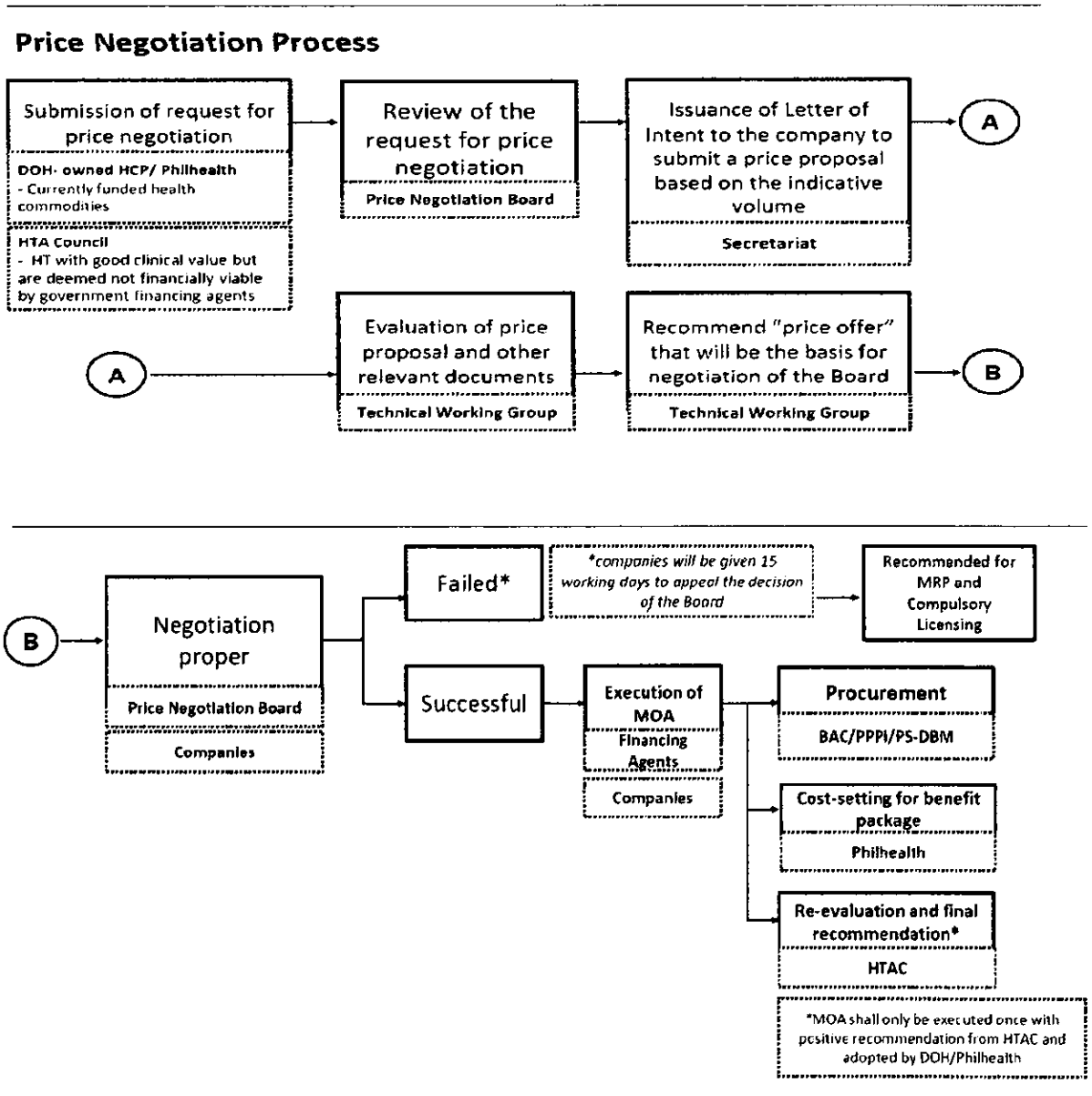
Rule 8. Separability Clause

In the event that any or any part of the provisions contained in herein is determined to be invalid, unlawful or unenforceable to any extent, such terms, conditions or provisions shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

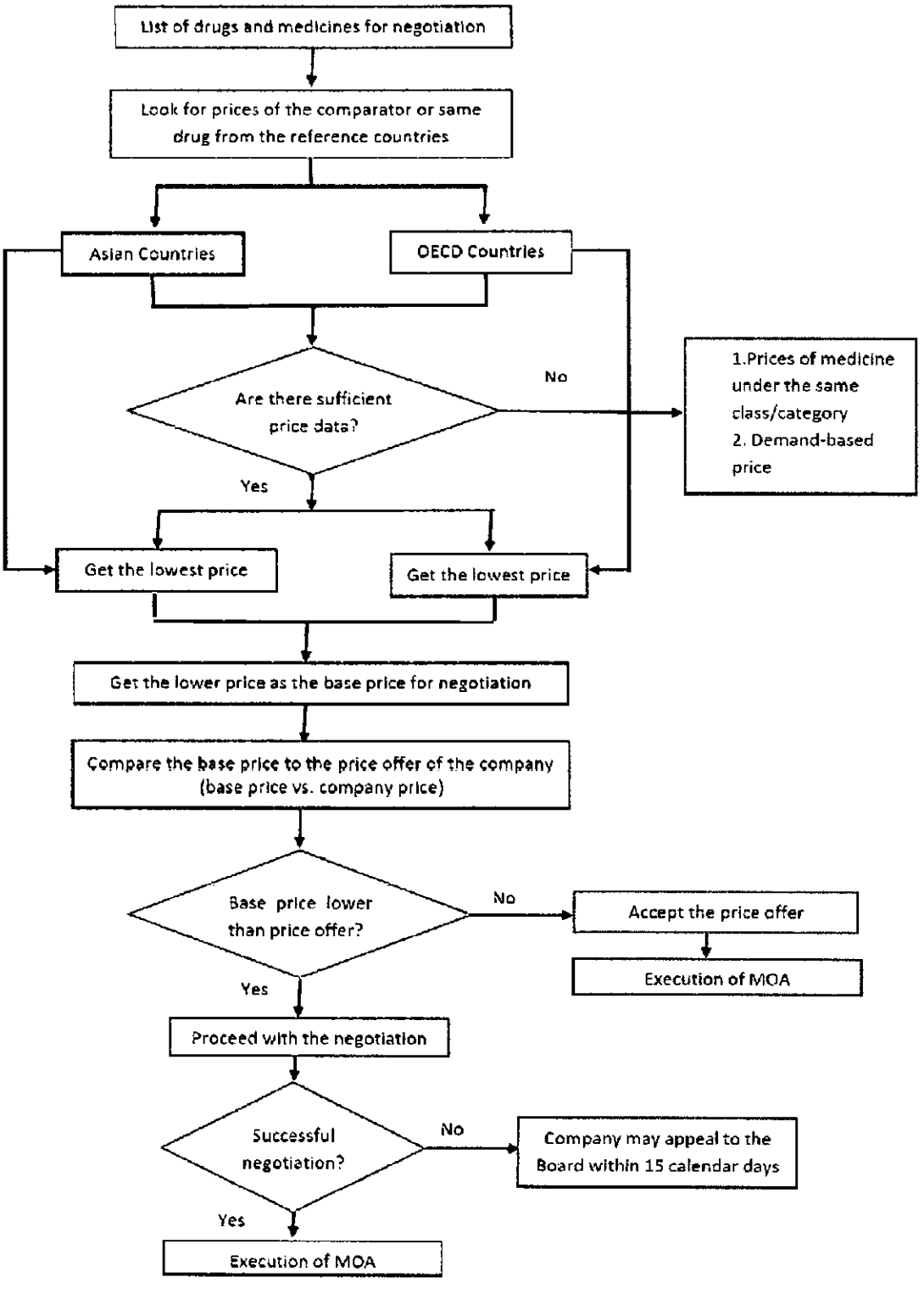
Rule 9. Effectivity

This RoP shall be effective fifteen (15) days from publication in the Official Gazette and/or the DOH official website.

Annex A: Negotiation Process



Annex B: Algorithm of the Negotiation Proper



Annex C: Guidelines on Public Disclosure and Data Transparency

1. The PNB process adheres to the highest standards of transparency in accordance with relevant DOH procedures and country laws such as the Freedom of Information Act (FOI), the Data Privacy Act and other existing statutes on intellectual property information and anti-trust laws, among others. As guaranteed by the Philippine constitution, the PNB shall publish information to uphold the right of the Filipino public to information deemed of important public concern.

2. The PNB reserves the right to use, publish, issue, share with other government agencies and relevant authorities as well as the general public the notices and official communication, reports and/or outcomes/results of the negotiation.

3. The PNB shall treat as confidential information those exceptions provided in the inventory of exceptions to E.O. No. 2 (s. 2016) including but not limited to:

    a. information, documents, or records known by reason of official capacity and are deemed as confidential, including those submitted or disclosed by entities to PNB, in relation to their functions.
    b. trade secrets, intellectual property, business, commercial, financial and other proprietary information
    c. matters covered by deliberative process privilege such as advisory opinions, recommendations and deliberations, inter-agency communications in the exploratory stage or information pertaining to the recommendations being made by the PNB which include draft recommendations, orders and/or memoranda
    d. information of which a premature disclosure would frustrate implementation of a proposed official action of the PNB except when the PNB has already disclosed it to the public the content or nature of its proposed action, or is required to disclose such on its own initiative prior to taking final official action on such proposal
    e. lists, abstracts or summaries that are not part of the duties of the government office requested

4. The PNB shall not however, be bound by any restriction or obligation from using or disclosing the following confidential information:

    a. Available in the public domain or subsequently came to be in the public domain or the subject of public knowledge through no fault of the PNB;
    b. In the possession of the PNB free of any obligation of confidence at the time the confidential information was acquired;
    c. Was lawfully in the possession and known to the PNB prior to disclosure by the applicant or proponent or any source of information as evidenced by documents antedating the date of disclosure;
    d. Became available to the PNB from a third party not in breach of a legal obligation of confidentiality to the applicant/proponent or the source of information in respect thereof;
    e. Was independently developed or discovered by the PNB in the course of their duties as shown by written records, with no knowledge of such information;

f. In response to a valid order by a court or other government body, or as required by law; provided that the PNB shall give prompt written notice of such order or requirement to the DOH prior to disclosure and that the event of such disclosure shall be proportionate to the purpose; and

g. Approved for release by written authorization of a duly authorized DOH official.

Annex D: General Procedures in Disclosing and Managing Potential Conflict of Interest

1. DISCLOSURE OF CONFLICT OF INTERESTS

a. All entities who shall participate in PNB meetings and related activities must complete the prescribed Disclosure of Conflict of Interests Form prior to each meeting where they must disclose any financial, intellectual or other interests relevant to their function in which they have been asked to perform as well as any interest that could be affected by the outcome of their function.
b. **Financial Interest** shall refer to any monetary interests gained, i.e. salary or other payments for services or equity interests such as stocks, stock options, intellectual property right, among others.
c. **Intellectual Interest** shall refer to personal views or moral conviction on the importance of particular area or topic that can influence the scientific opinions of other people.
d. **A personal non-pecuniary interest** in a topic under consideration might include, but is not limited to
    i. a clear opinion, reached as the conclusion of a research project, about the clinical and/or cost- effectiveness of an intervention under review;
    ii. a public statement in which an individual covered by this Code has expressed a clear opinion about the matter under consideration, which could reasonably be interpreted as prejudicial to an objective interpretation of the evidence;
    iii. holding office in a professional organization or advocacy group with a direct interest in the matter under consideration;
    iv. other reputational risks in relation to an intervention under review.
e. They must also declare relevant interests of their immediate families and other parties with whom they have substantial common interest/s that may be perceived as unduly influencing their judgment.
f. All accomplished forms shall be submitted to the PNB Technical Secretariat for filing.

2. MANAGEMENT OF CONFLICT OF INTEREST

Guiding Policies

1. The management of COI shall apply to financial, intellectual and all other interests.
2. The member without a COI for the particular health technology under deliberation shall preside over deliberations and decision-making by the PNB.
3. For each step of the process, the members of the PNB must determine the binding number of votes that shall be agreed upon by all the members.
4. For members with COI, the following may be allowed or mandated:
    a. full participation with public disclosure of any interest of the member;
    b. partial exclusion where the member may be allowed to gather evidence and rate them subject to the approval of the members who have full participation;
5. For members reported to have not disclosed COI intentionally:
    a. total exclusion where the member will not be allowed to take part in any of the steps of the deliberation and decision-making processes; and

b. investigate veracity of the report and if proven so, will result to the revocation of the contract of service of the PNB member involved.

Process

1. Prior to each deliberation, a PNB member shall declare any interest relevant to the application being reviewed. The PNB Technical Secretariat will review en banc the completed forms to determine whether a member has a conflict of interest relevant to the health technology under deliberation.
2. The extent of participation of the PNB member shall be determined based on the nature and magnitude of the interest, timeframe and duration of the interest.
3. Full participation will be allowed for the member without a declared COI or whose relationship with the proponent of the application has already ceased within the last three (3) years.
4. Partial exclusion shall be enforced for a member whose declared COI Includes: membership in the Speaker's Bureau, Consultancy Group, or Advisory Board; receipt of gifts, non-research grants, sponsorships or rewards with total amount not exceeding PhP 15,000 per year per sponsor.
5. Total exclusion shall be enforced for a member whose declared COI includes: any investment interests; regular employment in the commercial entity or organization to which the proponent of the application belongs; authorship in a clinical trial or research involving the medicine under deliberation; receipt of monetary or non-monetary support for research valued at more than PhP 50,000 per year; receipt of gifts, non-research grants, sponsorships or rewards with the total amount exceeding PhP15,000 per year per sponsor.
6. Total exclusion shall be enforced for a member who has been found out to have not disclosed any COI intentionally.
7. Members for whom total exclusion is enforced must voluntarily inhibit themselves from the entire deliberation and decision-making process.
8. Members with full participation or partial exclusion will proceed with collection and rating of evidences.
9. Members with full participation or partial exclusion will prepare ground rules for formulation of recommendations.
10. Members with full participation will proceed with discussion of the evidence. They may vote to allow members with partial exclusion to present their comments.
11. Members with full participation will proceed with discussion of the evidence. They may vote to allow members with partial exclusion to present their comments.

Annex E. DECLARATION OF CONFLICT OF INTEREST

1. CURRENT FINANCIAL INTERESTS

To your knowledge, do 1) you, your spouse, minor child, general partner, 2) organization in which you serve as an officer, director, trustee, general partner, or employee and/or 3) entity with whom you are negotiating or have any arrangement concerning prospective employment have any current direct interest or involvement or financial link with the product, service or procedure under consideration (including competing companies)?

a. INVESTMENTS (e.g. stocks, bonds, retirement plans, trust, partnerships, sector funds, etc.)

☐ **NONE (If "none", skip to item b.)**

ESTABLISHMENT	TYPE OF INVESTMENT	OWNER (SELF, SPOUSE, ETC.)	NUMBER OF SHARES	CURRENT VALUE	CHECK % NET WORTH		
					LESS THAN 5%	5-15%	MORE THAN 15%

b. EMPLOYMENT (Full or Part Time) (Current or Under Negotiation)

☐ **NONE (If "none", skip to item c.)**

ESTABLISHMENT	RELATIONSHIP	POSITION IN FIRM	DATE EMPLOYMENT OR NEGOTIATIONS BEGAN

c. CONSULTANT/ADVISOR (Current or Under Negotiation)

☐ **NONE (If "none", skip to item d.)**

ESTABLISHMENT	TOPIC/ISSUE	AMOUNT RECEIVED	DATE FROM	DATE TO	RELATED TO LISTED PRODUCTS

d. CONTRACTS/GRANTS (Current or Under Negotiation)

☐ **NONE (If "none", skip to item e.)**

TYPE OF AGREEMENT (contract, grant)	PRODUCT UNDER STUDY AND INDICATIONS	AMOUNT OF REMUNERATION TO		TIME PERIOD	SPONSOR*	YOUR ROLE**	AWARDEE	RELATED TO LISTED PRODUCTS
		INSTITUTION	YOU					
								☐ YES ☐ NO
								☐ YES ☐ NO

*Government, Establishment, Institution, Individual

** Site Investigator, Principal Investigator, Co-Investigator, Employee, Partner, No Involvement, or Other

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL PAGES.

1. **CURRENT FINANCIAL INTERESTS (Continued)**

e. **PATENTS/ROYALTIES/TRADEMARKS**

☐ **NONE (If "none", skip to item f.)**

FOR	ESTABLISHMENT	RELATED TO LISTED PRODUCTS	IF "YES", EXPLAIN BELOW AND INDICATE INCOME RECEIVED/ NUMBER OF SHARES
		☐ YES ☐ NO	
		☐ YES ☐ NO	

f. **EXPERT WITNESS (Last 12 Months or Under Negotiation)**

☐ **NONE (If "none", skip to item f.)**

I appeared for or against the following listed establishment(s) and issue(s).

FIRM AND ISSUE	AMOUNT RECEIVED	RELATED TO LISTED PRODUCTS	IF "YES", EXPLAIN BELOW
		☐ YES ☐ NO	
		☐ YES ☐ NO	

g. **SPEAKING/WRITING (Last 12 Months or Under Negotiation)**

FIRM	PRODUCTS	AMOUNT RECEIVED		DATES	RELATED TO LISTED PRODUCTS
		HONORARIUM	TRAVEL		
					☐ YES ☐ NO
					☐ YES ☐ NO

2. **PAST FINANCIAL INTERESTS**

a. **To your knowledge, do 1) you, your spouse, minor child, general partner, 2) organization in which you serve as an officer, director, trustee, general partner, or employee have any past involvement with the meeting/task issues:**

☐ YES ☐ NO ☐ NOT TO MY KNOWLEDGE

b. **If "Yes", describe involvement.**

FIRM/PRODUCT	FINANCIAL INVOLVEMENT	ROLE	DATES	RELATED TO LISTED PRODUCTS
				☐ YES ☐ NO
				☐ YES ☐ NO

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL PAGES.

3. PERSONAL NON-PECUNIARY INTEREST

- ☐ Has provided a clear opinion, reached as the conclusion of a research project, about the clinical and/or cost effectiveness of an intervention under review.
- ☐ Has provided a public statement in which an individual covered by this Code has expressed a clear opinion about the matter under consideration, which could reasonably be interpreted as prejudicial to an objective interpretation of the evidence.
- ☐ Hold office in a professional organization or advocacy group with a direct interest in the matter under consideration.
- ☐ Had other reputational risks in relation to an intervention under review.

4. OTHER INVOLVEMENTS (Other Kinds of Relationships)

☐ **NONE (If "none", skip to item 5.)**

Using the list of products/firms/issues/, identify anything that would give an "appearance" of a conflict which has not been disclosed above (e.g. involvement in a lawsuit, researcher initiated study, gift of research materials, etc.).

_____

_____

_____

_____

5. CERTIFICATION STATEMENT

I, (name) _____, (position and company or specialty) _____, of the Republic of the Philippines, do hereby declare on my honor that the above information is true and complete, to the best of my knowledge. If there are any changes, I will notify you before the meeting/task.

My response contains _____ pages.

SIGNATURE	DATE

CONFIDENTIALITY STATEMENT

The primary use of this information is for review of the Department of Health, to determine compliance with applicable conflict of interest laws and regulations.

This confidential report will not be disclosed to any requesting person unless authorized by the declarant in writing or by the courts.

Falsification of information or failure to file or report of information required to be reported shall be a ground for proper disciplinary action or removal to their designated committee membership.

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL PAGES.