

## **Intellectual Property Acknowledgment BWH**

### **INTELLECTUAL PROPERTY ACKNOWLEDGEMENT**

#### **Definitions:**

“The Hospital” means the entity that is appointing or employing me, or providing me an opportunity to otherwise participate in any Hospital Activities (defined below), as indicated by my selection here:

- The Brigham and Women’s Hospital, Inc.

“MGB” means Mass General Brigham Incorporated, formerly known as “Partners HealthCare System, Inc.”

“Hospital Activities” means any activities that received direct or indirect financial support from the Hospital, including Hospital salary support or funding from any outside source awarded to or administered by the Hospital; made substantial use of any space, facilities, materials or other resources of the Hospital including resources provided in-kind by outside sources (the use of office space and word processors alone is not considered a “substantial use” of resources); or were otherwise subject to any grant, contract or other arrangement between the Hospital and a third party, such as the federal government, a foundation or corporate research sponsor.

“Invention” means any patentable innovation or discovery as determined by United States patent law, or any other idea or its embodiment that is potentially patentable or, even if not patentable, may have charitable or commercial value. Examples of Inventions include but are not limited to new and improved devices, systems, circuits, and compounds; novel biological materials such as proteins, genes, DNA constructs, cell lines and transgenic animals; diagnostics; immunoassays; therapeutics; new uses of known articles or substances; new methods of producing or manufacturing any articles or substances; algorithms; Software; and any novel variety of plant which is or may be protected under the Plant Variety Protection Act.

“Software” means computer or computer-based materials in the broadest sense, including but not limited to computer programs, user interfaces, users’ manuals and other accompanying explanatory materials or documentation, mask works, firmware and computerized databases. Software will in many cases be treated as an Invention as well as a Copyrightable Work.

“Copyrightable Work” means any original work of authorship that is fixed in any tangible medium of expression, including Software.

#### **Acknowledgement:**

I acknowledge that as a condition of my appointment to the Professional Staff of or employment by the Hospital, or my opportunity to otherwise participate in any Hospital Activities, I have been and continue to be subject to the following obligations:

1. General Compliance with Policies. I confirm that I must and will comply fully with the “Intellectual Property Policy for MGB-Affiliated Hospitals and Institutions” (“IP Policy”), a copy of which is attached hereto, “the MGB Code of Conduct,” and “the MGB Policy for Interactions

with Industry and Other Outside Entities,” as these policies may be revised from time to time, including promptly taking without additional consideration actions as requested by MGB to bring my past noncompliance(s) into accord and fulfill my ongoing obligations under these Policies or Code. I understand that any revision of these policies will be posted on the Hospital or MGB websites or otherwise published in the Hospital community or mailed to me at my Hospital address.

2. My Disclosure Obligations. I understand that, among my obligations under the IP Policy, I must, and confirm that I will, promptly disclose to the Director of MGB Innovation, by completing the Hospital’s Disclosure Form:

1. a. every Invention that I have conceived or reduced to practice or that I will conceive or reduce to practice, individually or jointly with others during my Professional Staff appointment at the Hospital or employment by the Hospital or an affiliated organization of the Hospital (including any physicians organization), or otherwise involvement in Hospital Activities:
  1. (i) that is or may be patentable and (A) that was or is conceived or reduced to practice in performing Hospital Activities or (B) that arises (or arose) out of or relates (or related) to my clinical, research, educational or other activities at the Hospital; or
  2. (ii) whether or not patentable (A) that I wish to make or permit, or made or permitted, use of for commercial purposes, wish to have the Hospital commercialize, or believe potentially may have commercial or charitable value; (B) that I otherwise wish to make available to the public or any third party that is reasonably likely to use it for commercial purposes or broad distribution; (C) that is subject to any grant, contract or other arrangement between the Hospital and a third party; or (D) that I am otherwise requested by MGB Innovation to disclose.

I understand that my disclosure obligation applies even to Inventions that I believe are not owned by the Hospital.

2. b. every Copyrightable Work, including Software that I have created or will create, individually or jointly with others, during my Professional Staff appointment at the Hospital, employment by the Hospital or an affiliated organization of the Hospital (including physician organizations), or otherwise involvement in Hospital Activities, (i) that I wish to make or permit, or have made or permitted, use of for commercial purposes, wish to have the Hospital commercialize, or believe potentially may have commercial or charitable value; (ii) that I otherwise wish to make or have made available to the public or any third party that is reasonably likely to use it for commercial purposes or broad distribution; (iii) that is subject to any grant, contract or other arrangement between the Hospital and a third party; or (iv) that I am otherwise requested by MGB Innovation to disclose. I understand that if the Software is patentable I also had and continue to have an obligation to disclose it in accordance with Section 2(a)(i) above. I understand that my disclosure obligation applies even to some Copyrightable Works that I believe are not owned by the Hospital. I also understand that I am free to publish, without prior disclosure to MGB Innovation, certain Copyrightable Works that meet the foregoing criteria, but which also meet the definition of an “Academic Work” under the IP Policy, although if there is any reasonable question whether a given Copyrightable Work constitutes an “Academic Work,” I agree that I must discuss it with the Director of MGB Innovation prior to publication.

c. I agree that I must execute anything necessary to document my assignment to the

3. My Obligations to Assign Intellectual Property. I also acknowledge that I am obligated under the IP Policy as follows, and I therefore affirm that:

1. a. I hereby assign to the Hospital every Invention that I have conceived or reduced to practice or that I will conceive or reduce to practice, individually or jointly with others, during my Professional Staff appointment at the Hospital, employment by the Hospital or an affiliated organization of the Hospital (including physician organizations), or other involvement in Hospital Activities, that was and/or will be conceived or reduced to practice by me (i) in performing Hospital Activities; or (ii) that arose and/or arises out of or relates to my clinical, research, educational or other activities at the Hospital.
2. b. I hereby assign to the Hospital every Copyrightable Work that I have created or that I will create, individually or jointly with others, during my Professional Staff appointment at the Hospital, employment by the Hospital or an affiliated organization of the Hospital (including physician organizations), or other involvement in Hospital Activities, that (i) was and/or will be authored or created in performing Hospital Activities; (ii) if I am a Professional Staff member, was and/or is created at the request of the Hospital or as part of a Hospital undertaking; (iii) if I am not a Professional Staff member, was and/or is created at the request of the Hospital or as part of a Hospital undertaking or was and/or is otherwise created in the scope of my employment or affiliation with the Hospital; or (iv) is Software that arose and/or arises out of or relates to my clinical, research, educational or other activities at the Hospital. I understand that I am not required to assign ownership of certain Copyrightable Works that meet the foregoing criteria, but which also meet the definition of an "Academic Work" under the IP Policy, although if there is any reasonable question whether a given Copyrightable Work constitutes an "Academic Work" I agree that I must discuss it with the Director of MGB Innovation. I also understand that my obligation to assign a Copyrightable Work to the Hospital is necessary only to the extent that the Copyrightable Work is not otherwise owned by the Hospital as a "work made for hire" under the copyright laws of the United States.

c. I will promptly comply without additional consideration with all such obligations and take actions as requested by MGB to bring past noncompliance(s) into accord and fulfill

4. My Additional Obligations to Disclose and Obtain Approval of Consulting Agreements. I acknowledge that pursuant to the "MGB Policy for Interactions with Industry and Other Outside Entities," I hereby affirm that I must and will, file with the Office for Interactions with Industry, within thirty (30) days of the date hereof, a complete and true copy of every agreement to which I am and/or have been a party and in which I have agreed to provide consulting services to anyone; and to submit any future consulting agreement to the Office for Interactions with Industry for review and approval prior to my signing it.

5. My Obligations under Hospital Grants and Agreements. I acknowledge that I must comply fully with every obligation of the Hospital that applies to me under any grant or agreement providing support for research.

6. My Agreement Not to Sign Documents. I understand and agree:

1. a. that I am not authorized to sign, and I must not sign, any agreement or document on behalf of the Hospital that may commit, restrict, or otherwise affect Inventions or Copyrightable Works that I create or have created, including confidentiality agreements, license agreements, material transfer agreements, and research agreements;
2. b. that I must not sign individually any document or agreement described in subsection (a) (other than one solely involving an Academic Work) unless specifically approved or requested to do so by a representative of MGB Innovation; and  
c. that all such documents must be submitted to MGB Innovation.

7. My Agreement Regarding Governing Law. I understand and agree that this Acknowledgement shall be governed and construed by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_