

\_\_\_\_\_  
Name and Degree

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Dept./Service/Unit

Please **print** your name here  
and sign where indicated below

**BRIGHAM AND WOMEN'S HOSPITAL, INC.  
INTELLECTUAL PROPERTY ACKNOWLEDGEMENT**

Definitions:

"The Hospital" means Brigham and Women's Hospital, Inc. "CSRL" means the Hospital's office of Corporate Sponsored Research and Licensing.

"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" is any patentable invention as defined by 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; and Software.

"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 am subject to the following obligations:

1. General Compliance With Policies. I must, and confirm that I will, comply fully with the "Intellectual Property Policy for Partners- Affiliated Hospitals and Institutions" ("IP Policy") <http://healthcare.partners.org/OGCpolicies/IPPolicy.pdf>, a copy of which is attached hereto; the "Consulting Policy for Brigham and Women's Hospital, The Massachusetts General Hospital, and their Affiliated Institutions" <http://healthcare.partners.org/OGCpolicies/Consulting.pdf>; and "Partners HealthCare System Code of Conduct (including Conflicts of Interest Policy)" <http://healthcare.partners.org/OGCpolicies/Code/index.html>, as these policies may be revised from time to time. I understand that any revision of these policies will be posted on

the Hospital or Partners 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 CSRL, by completing the Hospital's Disclosure Form:

- a. every Invention which I shall conceive or reduce to practice, individually or jointly with others during the time when I have a Professional Staff appointment at the Hospital or am employed by the Hospital or an affiliated organization of the Hospital (including the Brigham and Women's Physicians Organization ("BWPO")), or otherwise am involved in Hospital Activities
  - (i) which is or may be patentable and which is (A) conceived or reduced to practice in performing Hospital Activities or (B), that arises out of or relates to my clinical, research, educational or other activities at the Hospital; or
  - (ii) whether or not patentable (A) that I wish to make or permit 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 CSRL to disclose.

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

- b. every Copyrightable Work, including Software, which I shall create, individually or jointly with others, during the time when I have a Professional Staff appointment at the Hospital, am employed by the Hospital or an affiliated organization of the Hospital (including the BWPO), or otherwise am involved in Hospital Activities, (i) that I wish to make or permit 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 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 CSRL to disclose. I understand that in the event that Software is patentable I also have an obligation to disclose it in accordance with 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 CSRL, 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 will discuss it with the Director of CSRL prior to publication.

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 I will comply with all such obligations:
  - a. I will assign to the Hospital every Invention which I shall conceive or reduce to practice, individually or jointly with others, during the time when I have a Professional Staff appointment at the Hospital, am employed by the Hospital or an affiliated organization of the Hospital (including the BWPO), or otherwise am involved in Hospital Activities, that was conceived or reduced to practice by me (i) in performing Hospital Activities; or (ii) that arise out of or relate to my clinical, research, educational or other activities at the Hospital.
  - b. I will assign to the Hospital every Copyrightable Work which I shall create, individually or jointly with others, during the time when I have a Professional Staff appointment at the Hospital, am employed by the Hospital or an affiliated organization of the Hospital (including the BWPO), or otherwise am involved in Hospital Activities, that (i) was authored or created in performing Hospital Activities; (ii) if I am a Professional Staff member, is created at the request of the Hospital or as part of a Hospital undertaking; (iii) if I am not a Professional Staff member, is created at the request of the Hospital or as part of a Hospital undertaking or is otherwise created in the scope of my employment or affiliation with the Hospital; or (iv) is Software that 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 will discuss it with the Director of CSRL. 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 Law of the United States.
4. My Additional Obligations to Disclose and Obtain Approval of Consulting Agreements. I acknowledge that pursuant to the “Consulting Policy for Brigham and Women’s Hospital, The Massachusetts General Hospital, and their Affiliated Institutions,” I must, and hereby affirm that I will, file with the Director of CSRL, within thirty (30) days of the date hereof, a complete and true copy of every agreement to which I am a party on the date hereof and in which I have agreed to provide consulting services to anyone; and to submit any future consulting agreement to CSRL for review and approval prior to my signing it.
5. My Obligations Under Hospital Grants and Agreements. I acknowledge that I must, and agree that I will, comply fully with every obligation of the Hospital which shall apply to me under any grant or agreement providing support for research.

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

- a. that I am not authorized to sign, and I will 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, including confidentiality agreements, license agreements, material transfer agreements, and research agreements;
- b. that I will not sign individually any document or agreement described in (a) (other than one solely involving an Academic Work) unless specifically approved or requested to do so by a representative of CSRL; and
- c. that all such documents must be submitted to the office of Corporate Sponsored Research and Licensing.

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

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

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