

VISITOR EDUCATION PROGRAM AGREEMENT

This Visitor Education Program Agreement (this “**Agreement**”) is made effective as of the 2nd of February, 2023 (“**Effective Date**”), by and between **The Brigham and Women’s Hospital, Inc.**, a not-for-profit Massachusetts corporation, having a principal place of business at 75 Francis Street, Boston, MA 02115 (“**BWH**”), and The Apollo University (“**TAU**”) located at Murukambattu, Chittoor Andhra Pradesh 517127 India, (“**Institution**”), each referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND

A. BWH is an academic teaching and research hospital with expertise in educating and training physicians, other medical personnel and medical students. Among other activities undertaken in furtherance of BWH’s charitable educational and patient care missions, BWH periodically provides educational programs to students wishing to gain skills in clinical, basic, and computational research.

B. Institution is a private educational institution providing healthcare focused undergraduate and graduate students.

C. Institution desires to provide certain of its students with opportunities to work collaboratively with researchers at BWH, and BWH desires the opportunity to exchange information and expertise with such Institution students.

D. BWH and Institution agree to conduct a structured education program upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services; Program; Personnel; Participants; BWH Mission.

1.1. Services and Program. BWH shall provide the services set forth in Exhibit A (collectively, the “**Services**”) in connection with the twelve (12) month educational program described in Exhibit A (the “**Program**”) for each individual selected to be a Participant (defined below) in the Program. During the Term of this Agreement, the Parties will ensure that the maximum number of Participants engaged in the Program shall not be more than 10 Participants per calendar year, unless otherwise agreed to in writing by duly authorized representatives of the Parties.

1.2. Selection of Personnel. BWH shall select qualified medical, educational, and research personnel to facilitate, develop and oversee the Program (those individuals made available by BWH to render the Services are, the “**Personnel**”).

1.3. Selection of Participants. BWH shall screen and select individual(s) being sponsored by Institution to participate in the Program (“**Participant(s)**”), provided, however, the minimum qualifications of eligible Participants include: (i) the individual must be enrolled in and in good standing at the Institution; (ii) the individual must provide their school transcript and three (3) letters of recommendation; (iii) the individual must participate in and complete, to the reasonable satisfaction of BWH, an interview (in person or via electronic video means) with

BWH representatives; and (iv) the individual must submit a letter addressed to BWH from the Institution representing that the Institution is responsible for and shall ensure that the individual has full medical, dental and disability insurance coverage, and that the Institution shall be responsible for the compensation and expenses of the individual at all times while they are participating in the Program. Each Participant will participate in the Program, provided, however, that each Participant shall (i) be subject to compliance with all then-current BWH policies and procedures regarding touring of BWH facilities, observation of procedures and, to the extent permitted, engaging in research and training activities, (ii) be legally authorized to enter and be present in the United States at the time of his/her participation in the Program, (iii) be proficient in the English language, (iv) satisfy any and all other reasonable prerequisites to participation in the Program (including, but not limited to, "CORI" and other background checks). BWH may deny participation in the Program to any proposed Participant to whom BWH reasonably objects. Such denial along with the reason for the denial must be received in writing by Institution no later than thirty (30) days prior to the Participant's start of the Program; provided, however, that any denial based upon reasonable concerns regarding patient or employee safety or failure to comply with BWH Institutional policy shall require no advance notice.

1.4. Visa Status and Work Authorization. Participation in the Program is also contingent upon each Participant receiving the appropriate visa and work authorization from the United States Department of State. Participants will be responsible for obtaining the J-1 immigration visa from an outside agency. The Parties acknowledge that the decision to approve a visa application request is made solely by the United States Government.

1.5. Occupational Health Clearance. Participation in the Program is also contingent upon clearance from the BWH occupational health office, which will require Participants selected under this Agreement to provide acceptable proof of immunity to Measles, Mumps, Rubella, Hepatitis B and Varicella, though vaccination or antibody titer. In addition, the Occupational Health Office shall require regular Tuberculosis Screening with a negative PPD test result within the past three months, OR a record of a negative chest x-ray for individuals with a positive PPD test result. The chest x-ray should be performed within twelve (12) months of the date of review by the Occupational Health Office

1.6. BWH Charitable Mission; No Endorsement. Throughout the Term of this Agreement, BWH will ensure that its activities conducted within the context of this Agreement are in furtherance of and consistent with the overall research, educational, and patient care objectives of BWH. In no event will BWH or any of the Personnel endorse or promote any service associated with Institution, nor will any Participant be permitted to do so during the course of the Program.

2. Responsibilities.

2.1. BWH and Personnel Responsibilities. BWH and the Personnel shall provide the Services as set forth in this Agreement in a professional and ethical manner consistent with the standards of practice existing within the medical and scientific community, the standards, rules and regulations of applicable accreditation organizations, and all applicable federal, state and local laws and regulations. Participants will not be employed by BWH, and BWH shall have no obligation to provide Participants with salary or other remuneration, benefits or expense reimbursement.

2.2. Institution Responsibilities. Institution shall be responsible for sponsoring appropriate individuals to become Program Participants in accordance with the criteria set forth in

Section 1.3, above, and shall advise Participants of the conditions of participation set forth in Section 2.3, below. As between the Parties, Institution and its affiliates shall be solely responsible for any wages or compensation that may be due to the Participant under applicable law or Institution's policies and procedures and for expenses of the Participants at all times while they are participating in the Program. Such financial responsibility shall include transportation costs, visa processing, medical insurance, hotel and meal expenses, and other Participant expenses related to their participation in the Program in accordance with Institution's prevailing policies and procedures. For each individual applying to participate in the Program, Institution shall provide to BWH a letter affirming that the Institution, at all times while the individual is participating in the Program, shall be responsible for (i) providing full medical, dental and disability insurance coverage to the individual, and (ii) the individual's participation expenses.

2.3. Participant Responsibilities. Participants shall be advised of, and expressly agree to comply with, the following conditions of participation in the Program:

(a) While engaged in the Program, Participants shall comply with the standards, rules and regulations of BWH, and all applicable federal, state and local laws and regulations;

(b) At no time while the Participant is engaged in the Program will the Participant be considered an employee of BWH or its affiliates and is not entitled to wages, benefits, or any form of compensation from BWH for participation in the Program. Participants are not eligible to participate in any BWH employee benefits program, including but not limited to worker's compensation, health, or disability insurance offerings.

(c) Participants will be required to complete and sign acknowledgements (e.g., Exhibit B and Exhibit C), consents (e.g., "CORI" request form), and other administrative forms BWH may reasonably require for the Program. Participants may be required to participate in training programs (e.g., HIPAA compliance, safety, etc.) as part of the Program;

(d) As guests of BWH, Participants will not provide direct patient care or have any physical contact with hospital patients;

(e) While a Participant may be present during case discussions, the Participant may not directly participate in case advisement;

(f) Participants must be clearly identified to all patients and staff, and permission must be obtained from each patient (or proxy) for Participant to be present during any encounter/procedure. Should a patient (or proxy) request a Participant to leave at any point during an encounter, the Participant must leave immediately;

(g) Participants are responsible for their personal transportation, accommodations, meals, required immunizations and any other personal expenses incurred while engaged in the Program; and

(h) Such other obligations and responsibilities applicable to Participants as set forth in this Agreement.

2.4. Privacy. Institution shall not receive any health information or other information regarding BWH patients or research subjects pursuant to this Agreement. Participants in this program may encounter patient confidential information during their participation in the Program, both in clinical care and in the conduct of research. BWH requires that Participants agree not to use or disclose patient information in a manner that is not consistent with the HIPAA Privacy, Security and HITECH Acts as described in 45 C.F.R. parts 160 and 164, Subparts A and E and Subpart C, Subtitle D of the Health Information Technology for Economic and Clinical Health Act (as incorporated in Title XIII of the American Recovery and Reinvestment Act of 2009), and any related amendments or implementing regulations, including but not limited to the Final Rule to Modify the Privacy Rule and Security Rule issued by the Department of Health and Human Services on January 25, 2013, and effective as of March 26, 2013, and Massachusetts state law regarding the protection of personal information as described in 201 CMR 17.00, et seq, and MGL 93H and 93I, as well as BWH policies regarding information security and privacy including those of the Partners Institutional Review Board. It is understood and acknowledged that violation of these policies may lead to the immediate termination of the Participant from the Program.

2.5. Access to Facilities and Equipment. Subject to the applicable policies of BWH and the departments involved, BWH shall provide access to facilities and equipment for purposes consistent with the research and educational objectives of the Program. Any creation or disclosure of data or materials using BWH facilities, equipment or other resources will follow the rules and policies of BWH.

3. Program Fee.

3.1. Fee. In consideration for providing the Services described herein, Institution shall pay BWH the sum of \$5,500 USD per Participant for the first 10 students in a calendar year and \$6,500 USD for each subsequent , (the “Fee”), fifty percent (50%) of which is due at least thirty (30) days prior to arrival of the Participant at BWH, and the balance of which is due on or before the Participant commences the six-month of the Program.

3.2. Cancellation. In the event that a Participant withdraws or cancels their registration within thirty (30) days before the start of their participation in the Program, BWH will refund to Institution the Fee paid for such Participant, less a ten percent (10%) cancellation fee. In the event that a Participant voluntarily or involuntarily leaves the Program before its completion, BWH will pro-rate, to the extent possible, costs associated with such Participants’ participation in the Program and return the balance of the Fee to the Institution.

4. Intellectual Property Matters.

4.1. Intellectual Property. The Parties acknowledge the possibility that inventions or discoveries that are or may be patentable or protectable under applicable laws may be made during the course of a Participant’s participation in the Program (“**Inventions**”). The Parties also acknowledge the possibility that non-patentable forms of intellectual property, such as copyrightable works and software, may be made during the course of a Participant’s participation in the Program at a BWH facility (collectively with Inventions, “**Program IP**”). Inventorship of any Invention made during the Program will be determined in accordance with United States patent law. Intellectual property created from time to time may be subject to third party rights, such as rights granted to the United States government for any Invention funded by a Federal agency, and, therefore, all rights and obligations under this Section 4 are subject to any such third party rights in any intellectual property.

4.2. BWH Intellectual Property. As between the Parties, all right, title and interest in and to Program IP made by BWH Personnel, employees, staff, or agents shall be owned solely by BWH.

4.3. Program Participants. As between the Parties, all right, title and interest in and to Program IP made by a Participant while participating in the Program, or while the Participant is at a BWH facility or the facility of a BWH affiliate, shall be owned solely by BWH. All such Program IP is hereby assigned to BWH, and the Institution and Participants agree to execute any documents and take any action reasonably necessary to perfect BWH's rights in this assignment. Institution shall advise Participants in the program to report any Program IP to BWH promptly after it is made. For the purposes of this Agreement, a "BWH affiliate" is any entity affiliated with Partners HealthCare System, Inc. and/or Harvard Medical School.

4.4. Federally Funded Research. Inventions supported by federal funding shall be subject to the rights, conditions and limitations imposed by law (see 35 U.S.C. § 202 et seq. and regulations pertaining thereto).

4.5. No Other Rights. The Parties understand and agree that nothing in this Agreement shall be construed to grant either Party any license or rights other than expressly set forth herein.

5. Compliance.

5.1. The Parties to this Agreement intend to comply with all applicable laws, rules and regulations. In furtherance thereof the Parties hereto agree as follows:

(a) All services to be provided by the Parties to one another and the required qualifications and selection of Personnel and Participants for the Program are as expressly set forth in this Agreement.

(b) Each of the Parties hereby agree to comply strictly with all applicable U.S. laws and regulations relating to export control and trade sanctions, including but not limited to the U.S. Export Administration Act and Export Administration regulations, International Traffic in Arms Regulations, and laws and regulations implemented by the Office of Foreign Assets Control at the U.S. Department of Treasury, and export and/or import laws and regulations of other countries, related in any way to such Party's involvement in the Program.

(c) BWH shall not, and Institution shall not request that BWH, engage in any counseling or promotion of any business arrangement or other activity inconsistent with the requirements of applicable law.

(d) The Services are restricted solely to those reasonably necessary to educate the Participants as set forth in this Agreement and shall be conducted solely in appropriate classroom, clinical and research settings.

(e) The selection of each Participant for participation in the Program by BWH, and the financial and other arrangements between such Participant and Institution to enable Participant's attendance at the Program, have been structured and conducted in compliance with all applicable laws and regulations, domestic and foreign.

(f) If any part of this Agreement is determined to violate, or to be likely to violate, federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith all reasonably necessary revisions to this Agreement to cure the violation or reduce the likelihood of the violation. If the Parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either Party may terminate this Agreement by written notice to the other.

6. Disclaimers and Limitations

6.1. Disclaimer of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE BEING PROVIDED “AS IS” AND BWH IS NOT RESPONSIBLE FOR ENSURING THAT ANY PARTICIPANT’S IMPLEMENTATION OF THE TRAINING RECEIVED DURING THE PROGRAM WILL BE CLINICALLY SOUND, WITHOUT ERROR OR OTHERWISE SUCCESSFUL.

6.2. Limitation on Damages. THE LIABILITY OF BWH TO INSTITUTION OR A PARTICIPANT WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE A SUM EQUAL TO THE TOTAL AMOUNTS PAID TO BWH UNDER THIS AGREEMENT.

7. Indemnification; Hold Harmless.

7.1. Indemnification. Each Party (the “**Indemnifying Party**”) agrees to defend and indemnify the other Party and any of its respective directors, trustees, officers, medical and professional staff, students, employees, and agents and their respective successors, heirs, and assignees (each an “**Indemnified Party**”), at Indemnifying Party’s sole expense, from and against any and all third party claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys’ fees and any expenses of litigation), and other liabilities (collectively, “**Claims**”) to the extent based on or arising out of (i) personal injury or tangible property damage caused by the Indemnifying Party or a person for whom the Indemnifying Party is legally responsible in connection the performance of this Agreement and (ii) any breach of representation, warranty or covenant or other provision of this Agreement by Indemnifying Party or a person for whom the Indemnifying Party is legally responsible, except to the extent that such Claims are caused by the negligence, recklessness, or intentional misconduct of an Indemnified Party. The Party seeking indemnification shall: (a) promptly notify in writing the other Party of the existence of any Claims (provided, however, that the failure to give such notice shall not limit obligations hereunder except to the extent that the Indemnifying Party is prejudiced thereby); (b) cooperate fully in the investigation and defense of any Claims; and (c) not seek to settle or compromise any Claims without the consent of the other Party. This Paragraph shall not waive any statutory limitations of liability available to either Party nor shall it waive any defenses either Party may have with respect to any Claims.

7.2. Hold Harmless. This Agreement is made upon the express condition that Institution hold BWH, its directors, trustees, officers, medical and professional staff, students, employees, and agents harmless from all liabilities and claims for damages and/or suits for or by reason of any personal injury to or tangible property damage of Institution, it employees, or

agents, from any cause whatsoever arising during the Term of this Agreement, except to the extent such personal injury or property damage is caused by the gross negligence or intentional misconduct of BWH.

8. Use of Names.

8.1. Other than in connection with promotional and organizational materials for the Program approved in writing in advance by BWH, nothing in this Agreement authorizes Institution to use the name, logo, or acronym of BWH, Partners HealthCare System or any of their respective affiliates, staff or employees, or any variation or adaptation of those names, in any advertising, promotional or sales literature, or other publicity, without prior written approval of the applicable entity.

9. Term and Termination.

9.1. Term. This Agreement shall begin on the Effective Date set forth above and shall extend for an initial term of three (3) years, unless earlier terminated by either Party as set forth below (the “Term”).

9.2. Termination for Breach or Default. This Agreement may be terminated by either Party (the “Non-Breaching Party”), if the other Party (the “Breaching Party”) fails to meet any of its material obligations under this Agreement, and the Breaching Party fails to remedy such default or breach within thirty (30) days following receipt of written notice from the Non-Breaching Party of such breach or default.

9.3. Termination of a Participant. BWH reserves the right to immediately terminate a Program Participant for any reason, including the protection of its work force and facilities. In such cases BWH will notify the Cultural Mission as soon as possible.

9.4. Effects of Termination; Survival. The expiration or termination of this Agreement for any reason shall not relieve a Party of any of its respective obligations which shall have accrued prior to such expiration or termination.

10. Miscellaneous.

10.1. Entire Agreement; Modifications; Including. This Agreement (including all attached Exhibits) contains the entire agreement and understanding between the Parties as to its subject matter and merges all prior and contemporaneous oral or written agreements or discussions between the Parties. This Agreement can be modified or amended only by a written agreement duly signed by persons authorized to sign agreements on behalf of BWH and Institution, as the case may be. Wherever the word “including” may appear in this Agreement, such term shall be deemed to mean “including without limitation.”

10.2. Governing Law; Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to provisions concerning conflict of laws. The Parties hereby irrevocably consent that any legal action or proceeding under, arising out of or in any manner relating to this Agreement shall be brought in any state or federal court of competent jurisdiction located in the Commonwealth of Massachusetts, USA.

10.3. Assignment; Subcontracting. The Parties may not assign or subcontract this Agreement or any of their respective rights or obligations hereunder without the prior written permission of the other Parties.

10.4. Independent Contractor. BWH and Institution are independent contractors for the purposes of this Agreement and neither has the authority to bind the other. No third party is a beneficiary of this Agreement.

10.5. Waiver. Any waiver of any breach under this Agreement must be in writing and the waiver by any Party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same provision by that Party or the breach of any other provision of this Agreement.

10.6. Excusable Delays. Any delays in or failure of performance by any Party under this Agreement, other than failure to make payments hereunder, shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the Party affected.

10.7. No Agency, Joint Venture, or Partnership; No Third Party Beneficiaries. Each Party's relationship to the other Party under this Agreement will be that of an independent contractor and neither Party shall be considered to be an agent, joint venturer, or partner of the other Party. The provisions of this Agreement shall be for the exclusive benefit of the Parties, and no third party is an intended beneficiary of, or shall be entitled to rely on, the provisions of this Agreement.

10.8. Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software or by exchanging facsimile or PDF signatures shall have the same legal force and effect as the exchange of original signatures and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**THE BRIGHAM AND WOMEN'S
HOSPITAL, INC.**

**THE APOLLO UNIVERSITY, CHITTOOR
INDIA**

By: Joseph V. Bonventre

By: Prof. Potharaju Malasani

Name: Joseph V. Bonventre, MD, PhD

Name: Prof. Potharaju Malasani

Title: Chief, Division of Renal Medicine

Title: Registrar

Address for Notices:

Address for Notices:

The Brigham and Women's Hospital, Inc.
Attn: Joseph V. Bonventre, MD, PhD
75 Francis Street
Boston, MA 02115 USA

The Apollo University
Murukambattu
Chittoor 517 127
Andhra Pradesh



With a copy to:

With a copy to:

Office of General Counsel
Partners HealthCare System, Inc.
Attn: Research & Technology Section
399 Revolution Drive, Suite 660
Somerville, MA 02145 USA

Office of the Vice-Chancellor
The Apollo University
Murukambattu
Chittoor 517 127
Andhra Pradesh

Exhibit A:

1. Services

BWH will host up to 10 individuals per calendar year, supported by TAU, in the Division of Renal Medicine. Acceptance into the research trainee program will be determined solely by BWH in accordance with applicable selection criteria and processes. Participants will engage in 6 months of research training at BWH. Participants will be appropriately supervised by Faculty in the BWH Renal Division and will be provided access to educational and research resources at BWH as permitted for other BWH trainees. Participants in the Program will work with research faculty within the Renal Division on a variety of areas of scientific interest.

2. Description of the Program

The Research Traineeship Programs are run through the BWH Renal and Engineering in Medicine Divisions within the Department of Medicine. Dr. Joseph V. Bonventre, or his delegate, and Prof. Rentala Satyanarayana will serve as the Directors of this program and will serve as the Faculty Coordinators respectively to the review of student's application and the supervision of students admitted to the program. Students will be allowed to participate in the various academic offerings available to students within these programs, including seminars, grand rounds, laboratory meetings, and journal clubs as appropriate.

Exhibit B:

Participant Acknowledgement

The Brigham and Women's Hospital, Inc. ("BWH") and The Apollo University ("Institution") have created a Visitor Education Program in Biomedical Science and Health Informatics, whereby selected individuals with ("Participants") will be permitted to participate in an educational observation and collaboration program at BWH (the "Program"). By signing this Acknowledgement form, I acknowledge and agree as follows:

1. While engaged in the Program, I shall comply with the standards, rules and regulations of BWH, and all applicable federal, state and local laws and regulations.
2. As a guest of BWH, I will not provide direct patient care or have any physical contact with hospital patients.
3. While I may be present during case discussions, I understand that I may not directly participate in case advisement.
4. I understand that I must be clearly identified to all patients and staff as a Participant in the Program, and that permission must be obtained from each patient (or proxy) before I may be present during any encounter/procedure. Should a patient (or proxy) request that I leave at any point during an encounter, I will leave immediately.
5. I agree that I am responsible for my personal transportation, accommodations, meals, required immunizations and any other personal expenses incurred while engaged in the Program.
6. I agree not to use or disclose any health information or other information regarding BWH patients or research subjects. I agree to take appropriate measures to protect from disclosure any confidential information that I obtain during the course of the Program. I agree to execute appropriate confidentiality and compliance agreements, as may be reasonably requested by BWH.
7. I understand that any inventions (whether patentable or not) I make, or other intellectual property that I create (including software and other copyrightable works), while participating in the Program or while at BWH facilities or the facilities of any entity affiliated with Partners HealthCare System, Inc. and/or Harvard Medical School is subject to the intellectual property rights agreement between BWH and Institution. Specifically, I acknowledge that as a condition of my participation in the Program I must promptly disclose to Institution and BWH every invention I make and copyrightable work I create while participating in the Program. I also acknowledge I am obligated to assign, and hereby do assign, to BWH every invention and copyrightable work I make while participating in the Program or while at BWH facilities or the facilities of any entity affiliated with Partners HealthCare System, Inc. and/or Harvard Medical School. I agree to execute any additional documents reasonably necessary to support this assignment of intellectual property rights.
8. I agree that my participation in the Program does not create an employer-employee relationship between me and BWH. My salary or other remuneration, benefits and

reimbursement of expenses shall be subject to a separate agreement between me and Institution.

I further understand that BWH may, at any time and in its sole discretion, deny or revoke my participation in the Program.

Signature

Date

Print Name

Title

Exhibit C:

Confidentiality Agreement for Outsider Access to Patient Care Interactions/Information

The Brigham and Women's Hospital, Inc. and its affiliates (collectively, "BWH") must protect the confidentiality of its employee, payroll, fiscal, research, computer systems, and management information. Outside persons given access to such information at BWH must accept certain obligations to protect against unauthorized disclosures.

Understanding the above, by signing this document, I agree to the following:

1. I agree not to access any information other than that which I am specifically permitted to access.
2. I will not disclose to any third parties any confidential or proprietary information I learn during the course of participating in any research or educational programs at BWH, or which I otherwise learn at BWH, and will not discuss such information with anyone except in connection with discussions that I may have with BWH individuals involved in the care.
3. To the extent I am permitted to access written information, I will not make any copies or otherwise remove the information from the premises.
4. If I am being granted access to electronic research or record systems in connection with my activities or presence at BWH, then I also agree to the following terms and condition of such access:
 - a. I agree not to willingly inform another person of my computer password or knowingly use another person's computer password instead of my own for any reason.
 - b. I agree not to make any unauthorized transmissions, inquiries, modifications, or purging of data in the system. Such unauthorized transmissions include, but are not limited to, removing and/or transferring data from Partner's computer systems to unauthorized locations, e.g. home.
 - c. I agree to log off prior to leaving any computer or terminal unattended.

I further understand that BWH may in its sole discretion deny or revoke the access granted to me to research and other information.

Signature	Date
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Print Name	Title
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<u>Name and Degree</u>	<u>Unit Number</u>	<u>Dept./Service/Unit</u>
Please print your name here and sign where indicated below		

Definitions:

“CSRL” means the Hospital’s office of Corporate Sponsored Research and Licensing.

“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.

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"("IPPolicy") <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 2 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 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: _____