GRADUATE TRAINEE ADVERSE ACTION PROCESS

1. "Adverse action" includes any of the following actions by the Hospital/training program: revocation or suspension of a right or a privilege; censure; written reprimand; imposition of a fine; required performance of public service or of a course of education; counseling or monitoring arising out of the filing of a complaint or a formal charge reflecting on the Graduate Trainee's competence to practice medicine.

The following actions are also included, only if related to the Graduate Trainee's competence to practice medicine or to a complaint or allegation regarding any violation of law, regulation or bylaw: restriction or non-renewal of a right or a privilege; denial of a right or privilege; resignation; leave of absence; withdrawal of an application; termination or non-renewal of a contract, or non-promotion to the next level of training.

2. Adverse action may be taken for due cause which shall include, but is not limited to, any of the following reasons:

(a) professional incompetence, or conduct that might be inconsistent with or harmful to good patient care or safety, lower than the standards of the Medical/Professional Staff, or disruptive to Hospital operations;
(b) conduct which calls into question the integrity, ethics or judgment of the Graduate Trainee, or which could prove detrimental to the Hospital's patients, employees or operations;
(c) violation of the bylaws or policies and procedures of the Professional/Medical Staff, the Hospital or Harvard Medical School;
(d) misconduct in science; and
(e) failure to perform duties.

3. Allegations of Misconduct in Science

Any allegation of misconduct in science pertaining to a Graduate Trainee shall not be governed by the procedures described here, but shall be addressed and resolved pursuant to the process set forth in the Bylaws of the Medical/Professional Staff and/or applicable policies.

4. Initiation of Adverse Action

The adverse action process may be instituted by the relevant Department Chair/Service Chief. The Department Chair/Service Chief shall give written notice of the action or proposed action and the reason for it to the affected Graduate Trainee. The Graduate Trainee shall also be notified of his/her right to a hearing as described below, in the event the Department Chair/Service Chief recommends one or more of the following adverse actions: revocation or suspension of a right or privilege; non-renewal of the Graduate Trainee agreement or non-promotion to the next level of training; and, if related to professional competence or a complaint or allegation regarding a law, regulation or bylaw, the restriction, reduction, or non-renewal of a right or privilege.

In the event that the adverse action is one which does not entitle the Graduate Trainee to a hearing, the action of the Department Chair/Service Chief shall be the final decision of the Hospital/training program in the matter.

5. Hearing Procedure

(a) In the event that the proposed adverse action is one which entitles the Graduate Trainee to a hearing, the Graduate Trainee shall also be advised of his/her right to appear

with counsel and to introduce witnesses or evidence, subject to the limitations set forth in section (d) below. The Graduate Trainee shall have thirty days after such notice to request a hearing. Failure to do so shall constitute a waiver. In the event that the Graduate Trainee does not make a timely request for a hearing, the action of the Department Chair/Service Chief shall be the final decision of the Hospital/training program in the matter.

(b) If the Graduate Trainee requests a hearing, the Director of Graduate Medical Education shall appoint a hearing committee which shall consist of not less than three persons. One member shall be a Graduate Trainee. No person who has actively participated in the initiation of the adverse action or proposed action shall be appointed to the hearing committee.

(c) The Department Chair/Service Chief whose adverse action or proposed action occasioned the hearing or his/her designee shall have the initial obligation to present evidence in support of the action or proposed action. Thereafter, the Graduate Trainee requesting the hearing shall have the burden of providing by clear and convincing evidence that the action or proposed action was arbitrary or capricious, or unsupported by substantial evidence.

(d) The hearing need not be conducted strictly according to rules of law relating to the examination of witnesses or the presentation of evidence. The hearing committee shall consider such evidence as reasonable persons are accustomed to rely on in the conduct of serious affairs. The hearing committee may take notice of any general, technical, medical or scientific fact within the specialized knowledge of the committee, and shall decide all other procedural matters not specified in this policy. The Graduate Trainee may not retry, and the hearing committee and the Hospital/training program may rely on and accept as true, any finding of fact contained in a final decision by the applicable licensing, certifying or regulatory authority, or by Harvard Medical School in any investigation it conducts, provided the Graduate Trainee was a party to the proceeding in which the finding of fact was made.

(e) The hearing committee shall issue a written report of its findings of fact and recommendations concerning what adverse action(s), if any, should be taken by the Hospital. A copy shall be sent to the affected Graduate Trainee, the Director of Graduate Medical Education, the Chief Medical Officer and the relevant Department Chair/Service Chief.

6. Appellate Review

The Graduate Trainee or the Department Chair/Service Chief may request that the Board of Trustees conduct an appellate review of the matter, or the Board may conduct a review on its own initiative. The Board may provide for such review by a Board committee appointed for the purpose. If neither the Graduate Trainee nor the Department Chair/Service Chief request appellate review, and the Board does not decide to conduct such review on its own initiative, the decision of the hearing committee shall be the final decision of the Hospital/training program in the matter.

The proceedings of the Board of Trustees or Board appellate review committee shall be based on the record of the hearing, the report of the hearing committee and any written response which the affected Graduate Trainee and the relevant Department Chair/Service Chief wish to make. At the sole discretion of the Board of Trustees or Board appellate review committee, it may also consider new or additional information. If it does so, it shall share this information with the affected Graduate Trainee, the Department Chair/Service Chief and the hearing committee and give them the opportunity to respond.

The Board of Trustees or Board appellate review committee shall issue its decision in writing. A copy shall be sent to the affected Graduate Trainee, the Director of Graduate Medical Education, the Chief Medical Officer and the relevant Department Chair/Service Chief(s). It shall be the final decision of the Hospital in the matter.

7. Summary Adverse Action

The relevant Department Chair/Service Chief or his/her designee with the concurrence of the Chief Medical Officer, if available, may make an immediate summary suspension or take other immediate summary adverse action whenever such action is deemed necessary to maintain acceptable standards of care, safety, operation, integrity or ethics at the Hospital**/**training program. The person effecting such adverse summary action shall send a written report of such action and the reason(s) thereof to the Graduate Trainee involved, the Director of Graduate Medical Education and the Chief Medical Officer within three days of taking action. The Graduate Trainee may request review of this action within thirty days.

Upon such request the Director of Graduate Medical Education shall appoint a committee to review the summary suspension or other action. Within fourteen days of the Graduate Trainee's request, the committee shall decide whether the action appears to be substantiated by fact and is reasonable and should be continued in force, or whether it should be lifted. The committee shall send prompt written notice of its decision to the Graduate Trainee involved, the relevant Department Chair/Service Chief, the Director of Graduate Medical Education and the Chief Medical Officer.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital

Approved by the Partners Education Committee 3/14/1997
Revised 9/13/00
Revised (for AY07-08)
Note added 2014

GRADUATE MEDICAL EDUCATION
Partners Healthcare Policy: GraduateTrainee Duty Hours

The following provisions apply to all Graduate Medical Education (GME) training programs sponsored by Partners affiliated hospitals. Further, this policy applies to all trainees when assigned to any other institution or clinical site as part of their GME program. The term "trainee" in this document refers to interns, specialty residents and subspecialty clinical fellows enrolled in any GME program.

- Trainee duty hours are herein defined as time spent at the worksite performing clinical and/or academic activities required by the trainee's GME training program, including:
    - patient care activities, both inpatient and ambulatory, whether scheduled or not (i.e., includes time spent in the hospital when a trainee is called in from home)
    - administrative activities that are related to patient care
    - in-hospital "on call", regardless of what the trainee activities are during such periods
    - scheduled academic activities (i.e., conferences and other didactics).

    (Exclusions: beeper call from home and/or academic preparatory work that is or could be done offsite.)

- Trainees should report a pattern of excessive duty hours and/or clinical workload to their program director and/or department chief. If appropriate changes in the program or individual trainee's schedules are not implemented on a timely basis, trainees should so inform the Partners' Director or an Associate Director of Graduate Medical Education.

- The Hospital endorses the duty hour and on-call limits defined by the ACGME (paraphrased below in italics), with additional clarifications and extensions as noted:

    - *Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting* (external and internal). Programs may request approval from the GME Committee to assign up to 88 hours of duty per week; ACGME-accredited programs may thereafter petition their RRC for approval of a maximum workweek of up to 88 hours, based on sound educational rationale. In preparing a request, the program director must follow the duty hour exception policy from the ACGME Manual on Policies and Procedures.

    - *Duty periods for PGY-1 residents must not exceed 16 hours in duration.*

    - *PGY-2 trainees and above may be scheduled for a maximum of 24 hours of continuous duty in the hospital*.

    - *Programs must encourage trainees to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested*

    - While trainees beyond the PGY-1 level may remain on duty a maximum of four additional hours to participate in didactic and certain clinical activities to maintain continuity of care, trainees may not assume any additional clinical responsibilities including the care of new patients after 24 hours of continuous on-site duty.

    - *In unusual circumstances trainees may, on their own initiative, remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications*

for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family. Under those circumstances, the trainee must appropriately hand over the care of all other patients to the team responsible for their continuing care, and document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the program director. The program director must review each submission of additional service, and track both individual trainee and program-wide episodes of additional duty.

- *Trainees must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days*. A day off is defined as a continuous 24-hour period free from assigned educational and clinical responsibilities, including at-home or offsite beeper call, rounds and conferences.

- *For trainees enrolled in ACGME-accredited programs:*
  - *PGY-1 trainees should have 10 hours, and must have eight hours, free of duty between scheduled duty periods*
  - *Intermediate-level trainees (as defined by the Review Committee) should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.*
  - Trainees in the final years of education (as defined by the Review Committee) must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods. This preparation must occur within the context of the 80-hour, maximum duty period length, and one-day-off-in-seven standards. While it is desirable that Trainees in their final years of education have eight hours free of duty between scheduled duty periods, there may be circumstances (as defined by the Review Committee) when these trainees must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.
  - Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by trainees in their final years of education must be monitored by the program director.

- *Trainees must not be scheduled for more than six consecutive nights of night float.* (For ACGME-accredited programs, the maximum number of consecutive weeks of night float, and the maximum number of months of night float per year, as well as further restrictions, may be specified by the Review Committee.) *PGY-2 Trainees and above may be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period).*
- Time spent in the hospital by trainees on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.
- Trainees are permitted to return to the hospital while on at-home call to care for new or established patients. Each episode of this type of care must be included in the 80-hour weekly maximum, but will not initiate a new “off-duty period”.

- In addition to the above, the Hospital further requires that assigned clinical responsibilities (including at-home-call) must not preclude adequate rest and reasonable personal time. In this regard, program directors should carefully monitor the frequency of extended shifts, moonlight-

ing activity and instances of urgent or emergent patient care requiring the trainee's return to the worksite during periods of call from home.

- Program directors shall ensure that training regarding the symptoms of fatigue and their effects on performance is provided to faculty and trainees.

- Programs must provide alternative coverage for a trainee's clinical responsibilities if the trainee is too fatigued to continue his/her assigned clinical responsibilities.

- Trainees must promptly notify a supervising physician if they are concerned that fatigue is impairing their performance. (Unless otherwise specified by the program, trainees should notify the supervising physician as outlined in the program's trainee Supervision Policy for cases of illness arising during a work shift.)

- Program directors shall monitor and assess the demands of at-home call (if applicable) and adjust schedules as necessary to mitigate excessive service demands and/or fatigue.

- The program's duty hours policy and trainee relief procedures must be communicated to all members of the faculty and trainees.

- Program directors shall define a schedule for monitoring trainee work hours. During periods of monitoring, trainees are required to document their work hours accurately and completely. Program directors shall periodically review the data with the goal of ensuring compliance with this and the program's duty hours policies, adjust schedules as necessary to mitigate excessive service demands and/or fatigue and report their findings and responses to the GME Office and/or the Graduate Medical Education Committee upon request.

- Each program is required to have a written duty hour policy consistent with this Institutional Policy. Policies for ACGME programs must also address any additional limits on trainee work-hours, and any specialty-specific duty hour definitions and optimal clinical workload included in the relevant ACGME (sub) specialty Program Requirements.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approved by the Partners Education Committee, 3/15/04
Revision approved, 4/11/11, Effective 7/1/11
Revision approved by PEC, 10/11/13

PARTNERS HEALTHCARE SYSTEM, INC.

RESIDENT SALARIES BY POST-GRADUATE YEAR

ACADEMIC YEAR 2017-2018

PGY	SALARY
1	$61,384.
2	$64,505.
3	$67,000.
4	$70,000.
5	$73,670.
6	$77,850.
7	$81,567.
8	$85,313.

Approved by the Partners Education Committee 1/19/17

GRADUATE TRAINEE
VACATION, SICK TIME AND LEAVE POLICY

General Note:

Since each Graduate Trainee must meet certain education requirements as defined by the program, ACGME and/or by the applicable American Board of Medical Specialties, the Graduate Trainee may be required by his/her Chief(s) or training program director to make up missed time upon returning from any leave prior to advancing to the next level of training and/or prior to completion of the training program. In such cases restoration of the Graduate Trainee's previous position beyond the term of the original appointment and provision of salary during the "make up" period are at the discretion of the Chief(s); the Hospital is not required to extend the period of training to accommodate this.

Whenever the need for leave is foreseeable, the Graduate Trainee will make a reasonable effort to schedule the leave so as not to unduly burden the program, and give notice no fewer than thirty (30) days before the leave is to begin. If the nature of the leave requires that the leave begin in fewer than thirty days, the Graduate Trainee will give notice as soon as is practicable. A Graduate Trainee should give the training program director notice as far in advance as possible regarding planned parental leave or family medical leave; six months (confidential) notice is requested for planned leave after the birth of a child, in order to facilitate appropriate scheduling.

Appropriate medical documentation and clearance must be provided to the Chief upon reasonable request.

I. Vacation Time

Each Chief shall determine the amount of annual paid vacation time to which Graduate Trainees in his/her department are entitled. The minimum entitlement is ten (10) working days annually. Vacation time must be used within the academic year.

II. Sick Time

A Graduate Trainee is entitled to twelve (12) paid sick days annually upon matriculation, to be used solely for illness significant enough to interfere with the performance of duty. Unused sick days may accrue to a maximum of sixty (60) days, but they may not be "cashed in".

III. Family and Medical Leave

A Graduate Trainee may request up to twelve (12) weeks of leave for any of the following reasons:

a. Family medical leave: taken in order to care for a spouse, child or parent with a serious health condition. (A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.)
b. Personal medical leave: taken because of a serious health condition that makes the individual unable to perform the functions of his/her position.
c. Parental leave: taken in the event of childbirth or placement of a child for adoption or foster care.
d. Qualifying exigency leave: taken to prepare for a covered military member's active duty. A Graduate Trainee may take 12 weeks of leave for a qualifying exigency arising from the fact that the Graduate Trainee's spouse, son, daughter, or parent ("covered military member") is on active duty or has been notified of an impending call or order to active duty in the Armed Forces. Covered military members include members of the Regular Armed Forces as well as the National Guard and Reserves. Qualifying exigencies fall into 7 categories: short-notice deployment, military events and activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities. Active duty or call to active duty status for members of a Regular component of the Armed Forces means duty during deployment to a foreign country. Active duty or call to active duty status for members of the Reserve components of the Armed Forces (i.e. members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call to order to active duty in a contingency operation.

In addition, Graduate Trainees may request up to twenty-six (26) weeks of leave for the following reason: Military caregiver leave, taken to care for an injured servicemember. A Graduate Trainee may take a maximum of 26 weeks of military caregiver leave during a single 12 month period to care for a "covered servicemember" who is the Graduate Trainee's spouse, son, daughter, parent, or next of kin who is injured while on active duty, or who had an injury that existed before the beginning of the servicemember's active duty and was aggravated by service during active duty in the Armed Forces. A "covered servicemember" for these purposes is a current member of the Regular Armed Forces, National Guard, or Reserve, including those on the temporary disability retired list (TDRL), and veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness, if the veteran was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

IV. Additional Provisions Relating to Family and Medical Leave

- Upon return from an approved family or medical leave of absence, the Graduate Trainee will be restored to the position left.
- If enrolled at the time of commencement of an approved family leave, the Hospital will maintain the Graduate Trainee's health and other insurance coverage at the same levels and cost to the individual during the period of leave.
- If an intermittent or partial leave (i.e., a reduced work schedule) is requested, the Chief and/or training program director may alter the Graduate Trainee's work schedule in order to accommodate the leave.

V. Personal Leave of Absence

Chiefs may on occasion, in accordance with the bylaws of the Medical/Professional Staff, grant a leave of absence to a Graduate Trainee for any form of extended illness or disability or for other compelling reasons (i.e., personal leave of absence). Such leave must be requested in writing with maximal advance notice prior to the requested leave date.

VI. Salary Continuance

Salary will be continued as follows:

- Family medical leave: Graduate trainees may use vacation time, but *not* accrued sick time, for family medical leave. Salary will be continued only in *exceptional* circumstances, at the discretion of the Chief.
- Personal medical leave: The Graduate Trainee must use any accrued sick time while on personal medical leave. At the discretion of the Chief, the Graduate Trainee may use vacation time while on personal medical leave in order to provide salary continuance. An additional period of salary continuance may be given at the discretion of the Chief up to a maximum of ninety (90) days. (Long term disability insurance may apply after that period of time.)
- Parental leave: Graduate trainees who have delivered a child are eligible for salary continuance for a period of up to eight weeks following childbirth, and are not required to use any accrued sick or vacation time during the leave. Graduate trainees requesting leave in the case of adoption or paternity will have salary continuance at the discretion of the Chief. For any parental leave, vacation time may be used to provide or extend a period of paid leave up to a maximum of twelve weeks.
- Personal leaves of absence: Graduate trainees may use vacation time, but *not* accrued sick time, for personal leave. Salary will be continued only in *exceptional* circumstances, at the discretion of the Chief.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approved by the Partners Education Committee, Revised 2/28/11;
Revised 2/3/2014

Graduate Medical Education
Institutional Policy

USMLE COMPLETION FOR CLINICAL TRAINEES

Applicability: Residents and Clinical Fellows beginning training on or after June 1, 2010.

- Documentation of successful completion of USMLE Step II Clinical Knowledge (CK) and Clinical Skills (CS) is required for initial appointment as a Resident or Clinical Fellow (or for reappointment, if not previously provided).

- Documentation of successful completion of USMLE Step III is required for appointment (or reappointment) at the PGY 3 level or higher and should be confirmed by all programs.

- Documentation of successful completion of USMLE Step III is required for graduation from all Partners residency and fellowship programs.

- Program Directors may grant individual Step III exceptions for one year at a time with approval from the Vice President for GME. Permanent exemptions may be granted to international medical graduates in fellowship programs who plan to return to their home country after completion of their training.

- Canadian physicians and Doctors of Osteopathy who are eligible for licensure may substitute documentation of successful completion of LMCC/MCCQE and COMLEX examinations, respectively, in lieu of USMLE examinations.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approved by Partners Education Committee, 5/18/05;
Revised 4/7/2010, effective 6/1/2010
Revision approved by PEC 10/29/2014

PARTNERS HEALTHCARE GRADUATE TRAINEE
Supervision of Trainees Policy

The following provisions apply to all Graduate Medical Education (GME) training programs sponsored by the Partners affiliated hospitals**.** Further, this policy applies to all trainees when assigned to any other institution or clinical site as part of their GME program. The term "trainee" in this document refers to interns, specialty residents and subspecialty clinical fellows enrolled in any GME program.

- Trainees will treat patients only under the supervision of staff attending physicians who are independently licensed and duly credentialed by the institution. Each patient will be assigned an attending physician of record who is responsible for his/her care and for determining and implementing the appropriate level of supervision of the trainee.

- Patients shall be notified of the name of the attending staff physician responsible for their care, that trainees participating in their care are supervised by such staff physician(s) and of the respective roles of the trainees and faculty members involved in their care.

- The supervising physician's involvement in a patient's case, and all members of the health care team of attending physicians and trainees responsible for each patient's care, shall be documented in the medical record.

- In providing clinical supervision to trainees, the attending staff physician shall liberally provide advice and support, shall encourage trainees to freely seek their input and should delegate portions of care to trainees, based on the trainees' skills and the needs of the patient.

- The faculty must devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities, and to demonstrate a strong interest in the education of trainees.

- Faculty supervision assignments should be of sufficient duration to allow assessment of the knowledge and skills of each trainee and delegation to him/her of the appropriate level of patient care authority and responsibility.

- Trainees are expected to make liberal use of the supervisory resources available to them and are encouraged to seek advice and input from the attending staff physician and more senior trainees, as appropriate.

- The privilege of progressive authority and responsibility, conditional independence, and a supervisory role in patient care by a trainee must be assigned by the Program director and faculty members.

- The Program director must evaluate each trainee's abilities based on specific criteria. When available, evaluation should be guided by specific national standards-based criteria.

- Faculty members functioning as supervising physicians should delegate portions of care to trainees, based on the needs of the patient and the skills of the trainees.

- Senior trainees or fellows should serve in a supervisory role of junior trainees in recognition of their progress toward independence, taking into account the needs of each patient and the skills of the individual trainee or fellow.

- Additional guidelines regarding supervision of trainees shall be developed by individual departments and/or training programs in accordance with the ACGME Common Program Requirements and their respective RRC Program Requirements, where applicable. To ensure oversight of trainee supervision and graded authority and responsibility, the program must use the following classification of supervision:

    - Direct supervision: the supervising physician is physically present with the trainee and patient
    - Indirect supervision with direct supervision immediately available: the supervising physician is physically within the hospital or other site of patient care, and is immediately available to provide direct supervision
    - Indirect supervision with direct supervision available: the supervising physician is not physically present within the hospital or other site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide direct supervision
    - Oversight: the supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

    - Programs must set guidelines for circumstances and events in which trainees must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.
        - Each trainee must know the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.
        - PGY-1 trainees should be supervised either directly or indirectly with direct supervision immediately available. [Each Review Committee will describe the achieved competencies under which PGY-1 trainees progress to be supervised indirectly, with direct supervision available.]

- Program directors will monitor trainee supervision at all sites participating in the program.

Note: Some physicians may hold simultaneous appointments as a clinical Fellow and as a member of the attending staff. This policy applies to those individuals when they are acting within the scope of their fellowship responsibilities, and not in their attending role.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approved by the Partners Education Committee 4/11/11
Effective: 7/1/11
Amended: 10/31/11
Revisions approved by PEC: 10/11/2013

Graduate Medical Education
Institutional Policy

GRADUATE TRAINEE REDRESS OF GRIEVANCE

1. Grievances pertaining to the training program, faculty or work environment should first be directed to the training program director in writing, and copied to the Service Chief and the Director of Graduate Medical Education. If the graduate trainee prefers to request advice about a possible grievance prior to or in lieu of directing a complaint to the training program director, s/he should contact the Director of Graduate Medical Education (DGME) or the Associate Director of GME (ADGME).

2. A written response to the grievance should be provided by the training program director within two weeks. If no response is received or if the response is not satisfactory to the graduate trainee, the graduate trainee should contact the Director or Associate Director of Graduate Medical Education. The DGME (or ADGME) will meet with the graduate trainee and the training program director if further information is needed, and will present the issue to either the Hospital-based GME Committee or the Partners Education Committee for resolution.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approved by the Partners Education Committee 3/14/97;
Revised, March 2002
Note added 2014

PARTNERS HEALTHCARE GRADUATE TRAINEE MOONLIGHTING POLICY

Policy regarding professional activities outside the scope of the educational program

Note: Sections of this policy highlighted in ***bold italics*** apply to graduate trainees in programs accredited by the ACGME (Accreditation Council for Graduate Medical Education).

This policy addresses professional activities a trainee may undertake as a physician that are outside the scope of his/her graduate medical education program, hereinafter referred to as "moonlighting". The term “Trainee” in this document refers to interns, specialty residents and subspecialty clinical fellows enrolled in any GME program.

The Trainee learning experience and responsibilities must be given the highest professional priority at all times. All Trainees must be available, alert and fully responsive and responsible for all of their clinical and training activities at the Hospital(s); **moonlighting must not interfere with the ability of the Trainee to achieve the goals and objectives of the educational program.**

Given the clear priority of training, the leadership of each program decides whether its training requirements are compatible with any professional activities outside the scope of the training program. The Program Director and/or Chief of Service have the option to prohibit all types of moonlighting for their trainees.

Activities outside the scope of the training program:
Work within the institution (as well as at other health care institutions) is considered moonlighting if it is not part of the residency or fellowship program and is therefore optional and separately paid. This definition pertains even if the work is supervised by attending physicians and even if it is identical to activities that are part of the residency or fellowship program.

- ***Moonlighting cannot be required of a Trainee*.**
- ***Time spent by Trainees in internal and external moonlighting must be counted towards the 80-hour maximum weekly hour limit.***
- ***PGY-1 and PGY-2 residents are not permitted to moonlight***.

If a Trainee wishes to engage in moonlighting activities and the Program allows such participation, the following steps must be accomplished:

1. The Trainee must obtain a full Massachusetts medical license.

2. Prior to accepting any moonlighting responsibilities, Trainees must submit to the Program Director and/or Chief in writing a letter listing the institutions where he/she proposes to moonlight, the scope of the proposed activities and the maximum number of hours (per week and per month) of proposed moonlighting (template provided below).

3. Trainees must receive from the Program Director and/or the Chief a signed copy of the letter, indicating permission to proceed.
   - It is the responsibility of the moonlighting Trainee to update this letter (and have it signed again by the Program Director and/or Chief) when necessary to reflect proposed changes to the number of hours spent in moonlighting activities and/or the sites where moonlighting occurs.
   - **It is the responsibility of the Program Director to ensure that a copy of this letter is kept in the Trainee's file.**
   - No outside professional activities may be undertaken during the weekday hours of 8:00 a.m. to 6:00 p.m. (except during vacation periods) without the express written permission of the Chief and/or program director.

4. Trainees must arrange for their own malpractice insurance to cover professional activities outside the educational program through: (a) the moonlighting institution; (b) Promutual; or (c) extension of their CRICO insurance, which may be approved in specific circumstances, as described below.

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Additional Relevant:

Trainees permitted to engage in professional activities described as moonlighting, should be aware that the effect of these activities upon their performance in the training program will be monitored; any adverse effects may lead to withdrawal of permission to moonlight by the training Program Director or Chief of Service.

Trainees should be aware that, under Massachusetts Board of Registration in Medicine regulations, Trainees will be required to list on the Hospital re-appointment application form all health care facilities at which they have provided any patient care over the previous three years.

Please note: In addition to the parameters outlined in this policy, most residents and fellows employed on a J-1, H-1B or O-1 visa are ineligible to moonlight or have further restrictions imposed by the Immigration and Naturalization Service (INS) and must abide by their policies. See last section below for details.

<u>Authorized Use of CRICO Malpractice Insurance</u>
Trainees are generally covered for malpractice through the Controlled Risk Insurance Company (CRICO) only for activities performed within the scope or course of his/her professional employment with Partners or within the scope of a program of approved medical instruction by Partners. CRICO will extend coverage in some specified circumstances. Trainees must refer to the CRICO Underwriting Manual for details and must comply with the required procedures for extending coverage.
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PGY-1 and -2 Residents: CRICO will not extend malpractice insurance for PGY-1 or PGY-2 interns/residents.

PGY-3 Residents and above: If the Program Director/Chief authorizes the Trainee to moonlight, the Trainee may request that the CRICO malpractice insurance cover such professional activities outside the scope of the educational program.

Moonlighting within the Harvard medical system: CRICO coverage requires there be an exchange of letters between the Chief of Service at the resident's sponsoring institution and the Chief of Service at the moonlighting institution.

Moonlighting outside the Harvard medical system: The following criteria, as determined by CRICO, must be met:

1. There must be an exchange of permission letters between the Chiefs of Service at the training institution and the moonlighting site(s);
2. A moonlighting waiver form and checklist must be signed by the Chief "for each rotation during which extended coverage is requested";
3. Trainees "may not moonlight in an emergency room outside the Harvard medical system unless enrolled in the Harvard Affiliated Emergency Medicine Residency Program. If a Trainee is enrolled in this program, they must have a signed waiver and PALS or ACLS and ATLS certifications.
4. **Trainees/Residents will not be insured for exceeding/may not exceed the maximum number of hours per week that his/her hospital has approved for residents to work**;
5. Trainees must fully complete and sign the Moonlighting waiver form and submit to CRICO for approval as defined in the CRICO Underwriting Manual.

Fellows: CRICO insurance coverage may be extended to Fellows for services outside the scope of their hospital training, within or outside of the Harvard medical system, with the express written approval of the Chief of Service as evidenced on the appropriate waiver form. A signed moonlighting waiver form must be completed and sent to CRICO for approval.

Note: The above requirements apply only to moonlighting at Massachusetts hospitals. CRICO may cover moonlighting outside of Massachusetts in some circumstances; please check the CRICO Underwriting Manual for details. Insured residents/fellows must have a license to practice out-of-state if the Board of Registration in that state requires it.

Moonlighting information for international medical graduates (Holders of F-1, J-1, H-1B or O-1 Visas):

- F-1—Practical Training: Eligible to moonlight.
- J-1—Exchange visitor: Activity and/or compensation outside the defined parameters of the approved residency or fellowship training program is not permitted.
- H-1B: Employer-specific and limited to the position and duties included in the employer's application to INS. The H-1B visa application may include services provided

at multiple locations, provided that the application includes mention of said multiple locations. Employment with a separate employer (i.e., most moonlighting) exceeds a typical H-1B application. An outside employer who wishes to employ a "moonlighter" must file an application with INS to employ the resident or fellow.

- O-1—Alien of Extraordinary Ability: See restrictions described for the H-1B visa.

Note: Policies approved by the Partners Education Committee apply to GME trainees in programs sponsored by the Brigham and Women's Hospital, Brigham and Women's Faulkner Hospital, Massachusetts General Hospital, McLean Hospital, Newton Wellesley Hospital, North Shore Medical Center, and Spaulding Rehabilitation Hospital.

Approval by the Partners Education Committee 3/14/97
Revisions approved 3/13/00, Revision approved 3/29/02
Revisions approved 10/11/2013
Revisions approved 4/30/2015

Letter between Graduate Trainee Requesting Moonlighting Privileges
and the Program Director or Chief

Dear Dr. _____ and Dr. _____:

Date: _____

I hereby request permission to engage in professional activities outside the scope of my residency/fellowship training program (i.e., "moonlighting"). Specifically, I request permission to work at the following health care facilities:

1) _____

2) _____

3) _____

4) _____

I will limit the hours of moonlighting to a maximum of ___ per month, and will not allow my duty hours (i.e., the sum of time spent in the training program plus time moonlighting) to exceed limits set by the program director *and by the ACGME and the* _____ *RRC. The RRC duty hours requirements are attached*. I recognize that the residency/fellowship program is my highest professional priority and I will not let additional professional activities interfere with this. I have read and understand the Partners Graduate Trainee Moonlighting Policy and will abide by it.

Sincerely,

(Signed by Graduate Trainee) (Date)

Approved by:

(Chief and/or Program Director) (Date)

The program director must ensure that a copy of this letter is kept in the trainee's file.

Intellectual Property Policy

For Partners-Affiliated Hospitals and Institutions

The Hospitals and other Institutions affiliated with Partners HealthCare System are not-for-profit corporations which share the fundamental missions of providing medical care for patients, training health care professionals, conducting biomedical research, and otherwise serving the public. The purpose of this Policy is to promote these missions by making inventions, copyrightable works and other intellectual property that may be created by physicians, researchers, trainees and others who are at or associated with these institutions available for the benefit of the public while also providing for a fair allocation of the financial costs and rewards associated with them.

This Policy consists of the following parts:

Approved by the Boards of Trustees of
Brigham and Women's/Faulker Hospitals, Inc. and Brigham and Women's Hospital, Inc.: July 10, 2002
Brigham and Women's Physicians Organization: July 18, 2002
The Massachusetts General Hospital and The General Hospital Corporation: July 19, 2002
Massachusetts General Physicians Organization, Inc.: June 21, 2002
The MGH Institute of Health Professions, Inc.: June 28, 2002
The McLean Hospital Corporation: May 23, 2002
The Spaulding Rehabilitation Hospital Corporation: May 9, 2002
Approved by the Professional and Institutional Conduct Committee of Partners HealthCare System, Inc.: August 15, 2002

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A. INTRODUCTION

1.0 SCOPE AND ORGANIZATION OF THE POLICY.

1.1 Scope of the Policy.

This Policy governs the handling of Inventions, Copyrightable Works, and other Intellectual Property and Tangible Research Property made by individuals involved in educational, research, clinical and other activities of Hospitals and other Institutions that are affiliated with Partners HealthCare System ("Partners") and that have adopted this Policy. As of the date of this printing of this Policy, those Institutions include Brigham and Women's Hospital ("BWH"), The Massachusetts General Hospital ("MGH")[1], McLean Hospital ("McLean"), Spaulding Rehabilitation Hospital ("Spaulding"), the MGH Institute of Health Professions ("the MGH Institute"), and certain physicians organizations affiliated with them. While the bulk of the Policy is devoted to Intellectual Property, the Policy also addresses the handling of Tangible Research Property, such as biological materials. Throughout this Policy, BWH, MGH, Spaulding, and McLean are referred to collectively as "the Hospitals" and individually as a "Hospital." The Hospitals and their affiliated institutions (including the Massachusetts General Physicians Organization, the Brigham and Women's Physician Organization and the MGH Institute of Health Professions) are collectively referred to as "the Affiliated Institutions" or "Institutions." The individuals covered by this Policy are referred to as "Members." ***All terms in this Policy that have initial capital letters are defined more precisely in the Glossary or in the place where they are first used***.

Members should be aware that they also may be subject to a number of other policies. Two important policies address conflicts of interest. These are the Partners Code of Conduct[2] and the Harvard Medical School Policy on Conflicts of Interest and Commitment[3] (which is part of the Harvard Medical School Faculty Policies on Integrity in Science,[4] ***applicable to all Harvard Medical School faculty members***). Partners and its Affiliated Institutions also have policies addressing other research matters, including research notebooks, materials placed on institutional websites, and consulting relationships. These additional policies are available through the office of Corporate Sponsored Research and Licensing at BWH and at MGH ("CSRL" collectively, and "CSRL-BWH" or CSRL-MGH" individually), either directly or through their websites which are accessible from the main BWH and MGH Home Pages. (Inquiries related to Spaulding or McLean should be directed to CSRL-MGH. Inquiries involving other Institutions will be handled by CSRL on a case-by-case basis.)

Members should recognize the following key points incorporated in this Policy:

- Most Copyrightable Works and virtually all other Intellectual Property created by a Member
  - at a Partners-affiliated Hospital or other Institution, or
  - during the time when a person is a Member and that relate to the Member's Partners-affiliated activities at a Partners-affiliated Hospital or other Institution,

are owned by an Affiliated Institution.

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[1] Depending on the context and unless otherwise specified, the term "MGH" may refer either to The Massachusetts General Hospital (parent corporation) or to its subsidiary The General Hospital Corporation.

[2] http://healthcare.partners.org/OGCpolicies/Code/index.html

[3] http://www.hms.harvard.edu/integrity/conf.html

[4] http://www.hms.harvard.edu/integrity/. ***All websites are as of the date of the printing of this document and are subject to change.***

- ***Members should take no action to sell, license, or otherwise commit or dispose of Intellectual Property they create unless and until such action is approved by the appropriate Institutional representative under this Policy.*** Generally approval will be given for Members to take such actions on their own only if and after the Institutional representative determines that the individual Member owns the Intellectual Property.

- ***Members are not authorized to sign, and should not sign, confidentiality agreements, license agreements, material transfer agreements, research agreements, or any other agreements that may restrict, commit or affect intellectual property they create.*** Members may sign agreements relating to their individual consulting activities, but only after such agreements have been reviewed by the institution in accordance with section 2.3 below.

1.2. Organization of this Policy.

The Policy is organized by types of Intellectual Property. Members of the Institutional Community who believe they have made an Invention, whether patentable or not, should refer to Part B, and those involved in producing Copyrightable Works (such as written publications and video materials) should refer to Part C. Since software is nearly always copyrightable and sometimes patentable as well, those involved in developing it will be interested in both Parts B and C. Tangible Research Property, which may be patentable, copyrightable, both, or neither, is addressed under Part D of the Policy. Standards for distributing income from all types of property are included in Part E.

Questions about the Policy should be addressed to CSRL.

2.0 ADMINISTRATION OF THE POLICY.

2.1 Responsibilities of the Office of Corporate Sponsored Research and Licensing.

CSRL shall have primary responsibility for the administration of this Policy. CSRL shall initially resolve any disputes arising under this Policy, including disputes regarding ownership of intellectual property and distribution of licensing income.

2.2 Responsibility of the Partners Professional and Institutional Conduct Committee.

The Partners Professional and Institutional Conduct Committee ("the Committee") shall have general responsibility for overseeing this Policy, including providing the forum for appeals of disputes arising under this Policy.[5]

2.3 Responsibilities of Members.

Members of the Institutional Community shall take all steps necessary to make this Policy effective, including executing an Intellectual Property Acknowledgement (formerly called a Participation Agreement) or similar document, and all other necessary or desirable agreements, applications, assignments, or other documents if requested or required by one of the Institutions. A failure by a Member to execute such a document shall not in any way affect the applicability of this Policy.

Members who are responsible for projects in which Intellectual Property is likely to be created should address with all participants (including non-Institutional personnel, such as visiting scientists), in advance, how this Policy affects that Intellectual Property.

Members should be aware that Consulting Agreements, in the form proposed by companies or other third parties, may contain provisions that are inconsistent with this Intellectual Property Policy as well as other policies of the Hospital or any other Institution, Partners, and the Harvard Medical School. Therefore, Members are required to submit all Consulting Agreements to CSRL for review and approval prior to execution.

Members should also be aware that under federal law, the Institutions are given the first right to elect title to Intellectual Property created using federal funds, but the United States government retains certain rights of its own in such property. These

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[5] As specified in the Glossary, if and to the extent that the Hospitals or Partners assigns the responsibilities currently granted to the Partners Professional and Institutional Conduct Committee to another governance body, that body shall be deemed the "**Committee**" for the purpose of this Policy.

include the right to practice an invention royalty-free, and certain “march-in” rights to use the technology or assume ownership of the technology. To comply with federal laws and regulations relating to Intellectual Property arising from federally-funded research, the Institutions assume responsibilities to protect and inform the federal government on a periodic basis about the licensing and commercial development of the technology. Members shall take all steps necessary to protect the rights of the U.S. government in these properties so that the Institutions are able to comply with the applicable federal laws and regulations. These steps shall include disclosing promptly to CSRL any inventions made using federal funds, and executing any documents and taking any other actions requested of them by CSRL.

2.4 Determination of Ownership Rights Between Affiliated Institutions.

As between the Affiliated Corporations, the BWH shall own all Intellectual Property covered by this Policy and made by Members with BWH Medical Staff appointments, or otherwise made at or under the auspices of BWH; and the MGH (parent corporation) shall own all Intellectual Property covered by this Policy and made by Members with MGH or McLean Professional Staff appointments or MGH Institute of Health Professions faculty appointments, or otherwise made at or under the auspices of MGH; and Spaulding Rehabilitation Hospital shall own all Intellectual Property covered by this Policy and made by Members with Spaulding Professional Staff appointments or otherwise made at or under the auspices of Spaulding. The Committee may approve mechanisms under which ownership rights are transferred to different Institutions in order, for example, to facilitate the administration of Intellectual Property rights and of funding grants and contracts; or mechanisms under which some or all of the institutional shares of Annual Net Income are reallocated among Institutions which do not technically own the Intellectual Property in order, for example, to take proper account of the relative contributions of various Institutions to the creation of Intellectual Property. In the event that this Policy is adopted by or made applicable to any other related entities within the Partners system, the Committee shall determine which legal entity among those related entities shall own Intellectual Property.

3.0 OBLIGATIONS TO THIRD PARTIES UNDER GRANTS AND CONTRACTS.

In many cases, Intellectual Property created at the Institutions is subject to the terms and conditions of grants, contracts and other agreements entered into by the Institutions and third parties, such as the United States government and other research sponsors. These agreements include sponsored research, clinical trial, and material transfer agreements, license agreements, federal grants and contracts, and the like.

The rights of Members under this Policy shall be subject to any applicable conditions and any rights granted to third parties under grants and agreements undertaken by the Institutions. The Institutions shall retain the right to perform their obligations with respect to Intellectual Property under all such arrangements.

B. INVENTIONS AND PATENTS

4.0 INVENTIONS; PROTECTION AND LICENSING.

For purposes of this Policy, an "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. Inventions also include any novel variety of plant which is or may be protected under the Plant Variety Protection Act.

Inventions that are "new," "non-obvious" and "useful," criteria that are set by U.S. and foreign patent laws, may be protected under the patent laws of the United States and other countries. To obtain a patent, the Inventor – or, in some countries, the institution that owns the invention – must promptly file a patent application describing the invention in each country where patent protection is desired.

Many Inventions, including but not limited to biological materials and software, are protectable under other legal doctrines even if they are not patentable.

When Inventions have potential commercial value or may otherwise have potential benefit to the public, the Institutions may be able to license selected companies to

develop them into products and market them to others, in exchange for royalties and/or other benefits to the Institution and its Members.

As discussed in Section 6.2 below, substantial patent benefits may be lost if an Invention is discussed in a publication prior to certain patent filings being made. Accordingly, ***Inventors are strongly encouraged to consult with CSRL well before publication to maximize the protection of patent benefits.***

As discussed in Section 1.0 above, an Institution owns, and has the right to license or otherwise manage, most Intellectual Property created by Members. Accordingly, ***Members should take no action, including signing material transfer agreements or other agreements that affect Intellectual Property, unless and until such action is approved by the appropriate Institutional representative under this Policy.***

5.0 RIGHTS IN INVENTIONS AND PATENTS.

5.1 Rights of Members.

Inventions and patents no part of which are owned by the Institutions or a third party, as provided below, shall be owned by their Inventors. For such an Invention, the Inventor shall be free to take any actions on his or her own initiative and at his or her own expense, and to keep all royalties and other proceeds ***provided that*** before beginning to patent or commercialize any such Invention, use it for private gain, or otherwise make it available to the public or any third party that is reasonably likely to use it for commercial purposes or broad distribution, the Member must first have met the disclosure requirements under Section 6 of this Policy and received notice from the appropriate Institution that it does not claim ownership of any part of the Invention.

5.2 Rights of the Institutions.

As between the Institutions and Members, the Institutions shall own all Inventions, and patents claiming them, in the following categories:

5.2.1 Supported Inventions. Inventions conceived or reduced to practice by one or more Members in performing activities that either:

(i) received direct or indirect financial support from the Institutions, including Institutional salary support or funding from any outside source awarded to or administered by the Institution;

(ii) made substantial use of any space, facilities, materials or other resources of an Institution including resources provided in-kind by outside sources (the use of office space and word processors alone shall not be considered a "substantial use" of resources for purposes of this paragraph); or

(iii) were otherwise made subject to any grant, contract or other arrangement between an Institution and a third party, such as the federal government, a foundation or corporate research sponsor.

5.2.2 Related Inventions. Inventions conceived or reduced to practice by one or more Members that are not Supported Inventions but that arise out of or relate to the clinical, research, educational or other activities of the Inventor at an Institution.

5.2.2.1 Exception for Subsequently-Made Related Inventions. In circumstances deemed appropriate by the Director, CSRL, the Institution will waive its claim to any Related Inventions[6] that are conceived or reduced to practice in the performance of future consulting services under a Consulting Agreement that conforms with the Institution's policy on Consulting Agreements, or in the future conduct of any other independent enterprise proposed in advance by a Member and approved by CSRL as appropriate for such a waiver. In instances where the Director, CSRL determines that granting a waiver is not appropriate, the Institution may grant more limited rights to Related Inventions.

[6] An Invention that is conceived in circumstances that are described in the definition of a Supported Invention is not a Related Invention and so does not qualify for this exception.

6.0 DISCLOSURE OF INVENTIONS; INSTITUTIONAL ACTION.

6.1 Inventions to be Disclosed.

Members shall disclose every Invention conceived or reduced to practice by the Member, individually or jointly with others during the time when the Member has a Medical/Professional Staff or faculty appointment at the Institution or is employed by the Institution or is otherwise involved in Institutional Activities if it meets any of the following conditions (which may overlap):

(i) the Invention is or may be patentable and (a) is conceived or reduced to practice in performing Institutional Activities, or (b) arises out of or relates to the Member's clinical, research, educational or other Institutional Activities; or

(ii) the Invention, whether or not patentable is one which (a) the Member wishes to make or permit use of for commercial purposes, or wishes to have the Institution commercialize; (b) may have commercial or charitable value; (c) the Member otherwise wishes to make available to the public or to any third party that is reasonably likely to use it for commercial purposes or broad distribution; or (d) is subject to any grant, contract or other arrangement between the Institution and a third party; or

(iii) CSRL requests the Member to disclose the Invention.

This Policy requires disclosure of Inventions that may not be owned by an Institution or that the Inventor believes are not owned by an Institution. Among other reasons, this is necessary because CSRL is responsible for determining whether the Inventor or an Institution owns a particular Invention.

6.2 Method and Timing of Disclosure.

Inventions shall be disclosed to CSRL in writing by submitting an Invention Disclosure Form[7].

Inventors are encouraged to make disclosures to CSRL as early as possible, preferably as soon as they believe they have created an Invention, to allow CSRL maximum lead time to evaluate and, where appropriate, file patent applications, and generally to develop a patent and commercialization strategy. In any event Inventors should make disclosures to CSRL prior to publication or other public presentation, because inventions are unpatentable in most foreign countries unless a patent application has been filed before its disclosure to the public.

6.3 Determination of Ownership.

After review of the Invention Disclosure Form, CSRL may determine that the Invention is not owned by an Institution or that the Institution wishes to relinquish ownership. In that case, CSRL will notify the Inventor within a reasonable time after making the determination.

6.4 Actions by Institution.

If CSRL concludes that an Invention is owned by an Institution under Section 5, CSRL will consult the Inventor as deemed necessary and will determine the appropriate action to take, which may include patenting, promoting and licensing the Invention to make it available to the public.

In appropriate cases, the Institution shall provide such professional services as it deems necessary or desirable to patent the Invention. In other cases the Institution may not seek a patent on the Invention, while retaining ownership of it. Such action may be appropriate where the Invention may have value commercially, or otherwise be of potential benefit to the public, but where patentability is questionable; where filing a patent would be premature; where the invention may be protected through copyright or other non-patent means (particularly in the case of Software); where it is subject to an obligation to a research sponsor; or in other situations.

Any institutional action will be taken at the expense of the Institution, without charge to the Creator, and will take into account the available resources and the commercial value of and market interest in the Invention.

6.5 Communication with Inventors.

Open communication and collaboration between the Inventor and the Institution generally facilitate decisions on how to make the best use of an Invention. CSRL will attempt to communicate informally with Inventors from time to time about

[7] Disclosure forms are available through the CSRL-BWH and CSRL-MGH websites.

Inventions disclosed to it. In addition, at any time an Inventor may request the Institution to state in writing what actions it intends to take or has taken regarding an Invention. Such requests should be made to the Director of CSRL and in writing. Before CSRL responds to such a request, the Inventor must have made a disclosure in accordance with the requirements of Section 6.2 and which is sufficiently complete and detailed to allow CSRL to undertake a reasoned evaluation of patentability and commercial or charitable value. Once such disclosure and written request have been made, CSRL will provide a written status report reasonably promptly, expected in most cases to be within 30 days.

Inventors are encouraged to stay in communication with CSRL about Inventions they believe are important, and to inform CSRL as early as possible of anticipated oral or written disclosures of their Inventions to avoid the loss of foreign patent rights (see Section 6.2). CSRL will make reasonable efforts to inform Inventors and their Department if it makes a decision not to seek a patent on an Invention, or if it starts to seek a patent but later terminates these efforts.

6.6 Relinquishment.

An Inventor may request that the Institution relinquish its ownership of any Invention. Except where prohibited by restrictions imposed by external funding, the Institution may, but shall have no obligation to, relinquish its ownership if deemed appropriate by the Director of CSRL. If the Institution decides to relinquish ownership of the Invention, relinquishment will be made subject to such terms and conditions as are deemed appropriate by CSRL, which may include, but are not limited to, the following:

(i) The Institution shall retain a royalty-free non-transferable license for research, clinical and educational purposes within the Institution.

(ii) The Inventor shall be required to pay royalties to the Institution on sales of products or services covered by the relinquished Invention.

(iii) The Inventor shall fully reimburse the Institution for any expenses incurred relating to the Invention (such as patent costs or other legal expenses) from the initial revenue, if any, received by the Inventor from licensing or sale of the Invention, before the Inventor is entitled to retain any revenues him/herself.

(iv) The Inventor shall assume responsibility for any NIH or other government or foundation reporting requirements for the Invention.

(v) Appropriate restrictions or reporting obligations shall be imposed on further research or other work on the relinquished Invention by the Inventor at any Affiliated Institution.

(vi) The Inventor shall agree that any improvements in the Invention that constitute new Inventions and that are owned by the Institution under Section 5 shall be owned by the Institution.

(vii) The Inventor shall be prohibited from using the Institutional name in relation to the Invention without prior Institutional approval.

(viii) The Inventor shall be required to secure indemnity protection for the Institution as part of any commercial agreement relating to the Invention.

C. COPYRIGHTABLE WORKS AND OTHER INTELLECTUAL PROPERTY

7.0 COPYRIGHT AND COPYRIGHTABLE WORKS; PROTECTION AND LICENSING.

Copyright consists of a variety of rights in original works of authorship, as protected under the copyright laws of the United States and other nations. Copyright does not protect ideas, but rather the particular form (referred to here as a "Work") in which those ideas are expressed. The rights protected by copyright include the right to reproduce the Work, to prepare derivative works based on the original Work, to distribute copies to the public, and to perform or display the Work publicly.

Under current law, the Author's copyright exists from the moment a Work is fixed in a tangible medium of expression. It is not necessary to register a copyrighted Work with the U.S. Copyright Office, although certain advantages can be obtained by such registration.

When Works have potential commercial value or may otherwise have potential benefit to the public, the Institutions may be able to license them to third parties that may develop and market them in products or services, in exchange for royalties or other benefits to the Institution and its Members.

8.0 Ownership of Copyright.

8.1 Rights of Members.

8.1.1 Ownership. Members shall own the copyright in Academic Works and any Works they create that do not constitute Supported Works, Works Made for Hire, or Related Software as defined in Section 8.2 below.

Members will own all Works they create of an artistic nature, such as music, graphic art, poetry, fiction or popular nonfiction, except in instances where those Works comprise Supported Works, Works Made for Hire, or Related Software.

8.1.2 Pre-Existing or Joint Works. Members are cautioned that if components of their Works are prepared by others, under copyright law those components may be preexisting Works subject to the copyright ownership of others, or the joint effort to create the Work may render all contributors joint Authors of the entire Work.

8.1.3 Member-Owned Works. With respect to any Work no part of which is owned by an Institution, the individual Author shall generally be free under this Policy to take any action at his or her own initiative and expense, and to keep all royalties and other proceeds, ***provided that*** the Author must first have met any applicable disclosure and other requirements of this Policy.

8.1.4 Academic Works. Academic Works are Works the ownership of which shall remain with (or shall be returned, if necessary, to) their Authors, in deference to traditional academic freedoms. "Academic Works" shall mean Works of an academic or scholarly nature (as defined by the Director of CSRL in case of disagreement)

(i) that are authored by Hospital Medical/Professional Staff appointees, faculty, or student Members, in the course of customary clinical, research, and educational activities,

(ii) that are prepared at the Author's own initiative and not at the request or under the auspices of an Institution, not for Institutional purposes, and that do not make substantial use of Institutional resources, and

(iii) that are not owned by or obligated to a third party through any Institutional arrangement.

This Academic Work concept is intended to recognize and facilitate the traditional academic freedoms of faculty Members and Members who have Hospital Medical/Professional Staff appointments, and of student Members, to publish and disseminate their scholarly works.

It is not possible to formulate an all-inclusive definition of "Works of an academic or scholarly nature" that can be applied mechanically to every imaginable Work; however, these shall ordinarily include Works such as traditional textbooks, course and curriculum materials (which does not include Courseware), and articles published in scientific journals. The term Academic Work is not generally intended to cover Software, databases, Courseware, although individual situations involving such Works may be reviewed on a case-by-case basis by CSRL, and may be determined to constitute Academic Works. The Author's mere receipt of salary support, or use of office space or computers for word processing provided by an Institution, shall not be considered “substantial use of Institutional resources” for the purpose of determining whether a Work meets the criteria for an Academic Work. In addition, a Work that describes research or other activities that did make substantial use of Institutional resources shall not be disqualified from being treated as an Academic Work as long as the creation of the Work itself, as opposed to the underlying research or other activity, did not make substantial use of additional Institutional resources.

CSRL in its discretion shall have the authority to clarify and modify the definition of Academic Works and develop guidelines for its interpretation from time to time. New developments in academic publishing, among other factors, can be taken into account through this process.

If uncertain, Members should request a review by CSRL at any time to determine if a particular Work should be considered an Academic Work.

The Institutions shall have the right to retain a royalty-free license to use Academic Works for Institutional purposes.

8.2 Rights of the Institutions.

As between the Institutions and Members, except for Works that are Academic Works (see 8.1.4 above), the Institutions shall own all Copyrightable Works created by its Members in any of the following categories, and all rights in the copyright of such Works.

8.2.1 Supported Works. Copyrightable Works that are created by one or more Members in performing activities that:

(i) received any direct or indirect financial support from an Institution, including Institutional salary support or funding from any outside source awarded to or administered by an Institution;

(ii) made substantial use of any space, facilities, materials or other resources of an Institution, including resources provided in-kind by outside parties (the use of office space and word processors alone shall not be considered a "substantial use" of resources for purposes of this paragraph); or

(iii) were otherwise subject to any grant, contract or other arrangement between an Institution and a third party, such as the federal government, a foundation or corporate research sponsor.

8.2.2 Works Made for Hire. Any Works that are created in the scope of a non-Medical/Professional Staff or faculty Member's employment or affiliation with an Institution; or created by a Medical/Professional Staff or faculty Member at the request of an Institution or as part of an Institutional undertaking; or that otherwise constitutes a “Work Made for Hire” under the copyright laws of the United States. By way of example, these Works may include training, educational or policy materials, articles written for the news office, patient handbooks or Software created by professional, administrative or other staff at the request of an Institution or as part of an Institutional undertaking, or Software created by individuals who are employed by an Institution as programmers.

Some Supported Works may also constitute Works Made for Hire.

8.2.3 Related Software: Software created by a Member that is not a Supported Work or a Work Made for Hire but that arises out of or relates to the clinical, research, educational or other activities of the Creator at an Institution.

8.2.3.1 Exception for Subsequently Made Related Software. In circumstances deemed appropriate by the Director of CSRL, the Institution will waive its claim to any Related Software that is created in the performance of future consulting services under a Consulting Agreement that conforms with the Institution’s Policy on Consulting Agreements, or in the future conduct of any other independent enterprise proposed in advance by a Member and approved by the Director of CSRL as appropriate for such a waiver. In instances where the Director, CSRL determines that granting a waiver is not appropriate, the Institution may grant more limited rights to Related Software.

8.3 Manner of Institutional Ownership.

To the extent that any of the foregoing Works (including some Supported Works) constitutes a "Work Made for Hire" under U.S. copyright law, the Institution shall own the Work in the first instance as the Author. To the extent that any of the foregoing Works does not constitute a "Work Made for Hire," the Institution shall own the Work by assignment from the individual Creator.

9.0 WORKS OF NON-MEMBERS COMMISSIONED BY AN INSTITUTION.

Members wishing to commission non-Members to prepare Software, Video Materials and other Works for institutional purposes should seek advice from the Office of the General Counsel in advance, as a written agreement usually will be needed in order to secure the Institution’s rights.

10.0 DISTRIBUTION OF COPYRIGHTABLE WORKS THAT ARE OWNED BY AN INSTITUTION.

It is the intent of the Institutions to encourage the exchange of Software, Video Materials and other Copyrightable Works with colleagues for the purpose of advancing research. At the same time, the Institutions aim to protect their rights in such Works, promote their development for public use as appropriate, and, in the case of certain Software and other Works that have clinical applications, prevent unsafe and unlawful uses of the Works.

Copyrightable Works owned by an Institution – including Software and Video as well as literary and other Works – shall be published, licensed to third parties or otherwise distributed for commercial purposes only through CSRL. Distribution of such Works for noncommercial purposes shall be subject to any guidelines established by the Director of CSRL. Such guidelines may be modified at CSRL's discretion from time to time, either at the request (to CSRL) of a Member and his or her service or department chief, or otherwise.

11.0 DISCLOSURE OF COPYRIGHTABLE WORKS; INSTITUTIONAL ACTION.

11.1 Works to be Disclosed.

Members shall disclose Software, Video Material and other Copyrightable Works created by the Member, individually or jointly with others during the time when the Member has a Medical/Professional Staff or faculty appointment at the Institution or is employed by the Institution or is otherwise involved in Institutional Activities, if it meets any of the following conditions (which may overlap):

(i) the Member wishes to make or permit use of the Work for commercial purposes or wishes to have the Institution commercialize it; or

(ii) it may have commercial or charitable value; or

(iii) the Member otherwise wishes to make the Work available to the public or any third party that is reasonably likely to use it for commercial purposes or broad distribution; or

(iv) the Work is subject to any grant, contract or other arrangement between the Institution and a third party; or

(v) CSRL otherwise requests the Member to disclose the Work.

In the event that Software is patentable, it shall be disclosed in accordance with Section 6 above.

This disclosure obligation applies even to some Copyrightable Works that may not be owned by the Institution or that the Author believes are not owned by the Institution. Among other reasons, this is necessary because CSRL is responsible for determining whether the Author or an Institution owns a particular Copyrightable Work.

Members are free to publish Academic Works without prior disclosure to CSRL, although if there is any reasonable question whether a given Copyrightable Work constitutes an "Academic Work" the Member shall discuss it with the Director of CSRL prior to publication.

11.2 Method of Disclosure.

Copyrightable Works may be disclosed to CSRL in writing by submitting a Copyright Disclosure Form.[8]

11.3 Determination of Ownership.

After review of the Copyright Disclosure Form, CSRL may determine that the Work is not owned by an Institution. In that case, CSRL will notify the Member who disclosed it within a reasonable time after making the determination.

11.4 Use, Licensing and Protection of Institutionally-Owned Works.

An Institution may choose to use Copyrightable Works owned by it for internal purposes only. If, however, it appears that a Work owned by an Institution should be commercialized or otherwise made available to the public or a third party for commercial purposes or broad distribution, CSRL will consult with the Member who disclosed the Work as deemed necessary, and will determine the appropriate action, which may include promoting and licensing the Work to make it available to the public. The Institution shall provide such professional services as it deems necessary or desirable to protect the copyright and other proprietary rights in the Work, which may be

[8] Disclosure forms are available through the CSRL-BWH and CSRL-MGH websites.

limited to reliance on unregistered copyright protection.

Any action by an Institution will be taken at the expense of the Institution, without charge to the Creator, and will take into account the available resources and the commercial value of and market interest in the Work.

11.5 Communication with Authors.

Open communication and collaboration between the Author and the Institution generally facilitate decisions on how to make the best use of a Copyrightable Work. CSRL will attempt to communicate informally with Members from time to time about Works they have disclosed to it. Members are also encouraged to stay in communication with CSRL about Copyrightable Works they believe are important. In addition, at any time a Member may request the Institution to state in writing what actions it intends to take or has taken regarding a Work he or she has disclosed. Such requests should be made in writing to the Director of CSRL. Before CSRL responds to such a request, the Member must have made a disclosure sufficient for CSRL to make a reasoned evaluation of the Work's value for internal institutional use and for commercial and charitable purposes. Once such disclosure and written request have been made, CSRL will provide a written status report reasonably promptly, expected in most cases to be within 30 days.

11.6 Relinquishment.

An Author may request that the Institution relinquish its ownership of any Work. Except where prohibited by restrictions imposed by external funding, the Institution may, but shall have no obligation to, relinquish its ownership as deemed appropriate by the Director of CSRL. If the Institution decides to relinquish ownership of the Work, it may impose such terms and conditions as it deems appropriate in its discretion, including those comparable to the terms and conditions described in section 6.6.

11.7 Treatment of Software as an Invention.

Software is generally protectable by law as a Copyrightable Work but it may also constitute or embody an Invention. If an Invention is owned by an Institution, any Software embodying that Invention will also be owned by the Institution. In the event a Member believes that Software he or she has created is or may be patentable, the Member shall so notify CSRL as set forth in the Policy on Inventions and Patents (Part B above).

12.0 PRIVACY AND RELATED RIGHTS OF OTHERS.

Creators of Copyrightable Works must seek appropriate permissions before making any use of the name, likeness or other identifying information of a Member, patient or any other individual. Such use may be subject to the individual's rights of privacy or publicity and other legal restrictions unrelated to Intellectual Property. In the case of patients, both the law and Hospital policy require obtaining prior consent in writing.

13.0 GUIDELINES FOR PUBLICATION.

Creators of Copyrightable Works owned by an Institution should observe the following guidelines.

13.1 Copyright Notice.

Copyrights should be protected by including in any Software or other Work the copyright logo ("©") or the word "Copyright" or "Copr.," the year of first publication, and the name of the copyright owner (for example, "© 2002 The Brigham and Women's Hospital, Inc."). In some cases where the Software or Work has not been published, further qualification of this notice may be appropriate. For Copyright purposes, “publication” means distributing copies of the Work to the public, including offering to distribute it to a group for further distribution. Members are encouraged to consult with CSRL for more information on the appropriate copyright notice for a Work and copyright protection in general.

13.2 Copyrights of Others.

The rights of other copyright owners, including third parties whose written materials and Software are used at or by an Institution, should be observed. Members are encouraged to seek advice from CSRL if in doubt as to their rights to use or copy third party materials.

14.0 INSTITUTIONAL NAMES AND TRADEMARKS.

Members shall obtain approval from the appropriate Institutional public affairs officer before seeking publication of any Copyrightable Work, whether or not owned by an Institution, that prominently displays the name of an Affiliated Institution or any other name or logo used to identify an Affiliated Institution, or that uses such a name or logo in any advertising, promotional or sales material in any medium. It is generally acceptable (and therefore generally requires no approval) for a Member to use the name of an Institution in an Academic Work solely to identify the Author's association with an Institution in a factually accurate way. However, even such limited use may, in some circumstances, imply an inappropriate institutional endorsement of or other institutional involvement in the Work, and therefore shall be subject to restrictions imposed by the Institution through CSRL, the Office of General Counsel, and/or the appropriate Institutional public affairs office.

No name or logo of an Affiliated Institution, or other identifying symbol, may be used as a Trademark, or to imply any endorsement, without the Institution's prior written permission.

Trademarks shall be owned by an Institution if they are created by Members in the course of their employment or affiliation with an Institution, if they are used to identify any product or service originating with or associated with an Institution, or pertain to significant Institutional activities.

15.0 TRADE SECRETS.

While the Institutions are willing to keep confidential information that is disclosed to them by third parties (such as company confidential information), as academic medical centers the Hospitals are dedicated to open disclosure and discussion of information, and attempt to keep secret very little information that is generated internally at the Hospitals; the other Institutions are similarly committed to open information exchange. However, the Hospitals and other Institutions do attempt to keep confidential some internal information such as patient data, some business information, and some Software. To the extent any such confidential information relating to an activity conducted at or supported by an Institution constitutes a Trade Secret, the Trade Secret shall be owned by the Institution. If requested by an Institution, Members shall take appropriate steps to keep such Trade Secrets confidential.

D. TANGIBLE RESEARCH PROPERTY

16.0. DEFINITION, OWNERSHIP, DISCLOSURE AND DISTRIBUTION OF TANGIBLE RESEARCH PROPERTY (TRP).

16.1 Definition of TRP.

Tangible Research Property ("TRP") refers to those research results which are in a tangible form, as distinct from intangible (or intellectual) property. TRP also includes human tissue and other bodily samples which may be obtained in the course of research activities, or in the course of non-research activities (such as surgery or biopsy) but which are of interest to researchers. TRP often has intangible Intellectual Property rights associated with it, for example, biological molecules which are patented. TRP may, where appropriate, be distributed without securing intellectual property protection by using some form of contractual agreement, including commercial licensing, and all TRP, even that which has been commercially licensed, may be and often is simultaneously distributed solely for research purposes either under simple letters of understanding or more formal licenses, all negotiated through CSRL.

16. 2. OWNERSHIP OF TRP

An Institution shall own TRP as follows:

(i) All TRP that has intangible Intellectual Property rights associated with it (for example, patentable TRP such as novel genes) shall be governed by the other Intellectual Property provisions of this Policy.

(ii) All TRP that has no intangible Intellectual Property rights associated with it (for example, unpatentable biological materials) will, analogously to unpatentable Inventions hereunder, be owned by an Institution if such TRP is developed or created by a Member, solely or jointly, in performing Institutional Activities, or during the time that an individual is a Member and which arises out of or relates to the Member's clinical, research, educational or other activities at the Institution.

It is recognized that patients and human subjects may have ownership interests in their tissues and other bodily samples, and this Policy does not transfer nor seek to transfer to any Institution ownership of such samples. Rather, this Policy addresses ownership of body samples only as between the Institution and Members of the Institutional Communities. Issues pertaining to ownership interests of patients/human subjects in their tissues or other bodily samples are beyond the scope of this Policy and will be addressed in other institutional policies and documents (such as informed consent documents).

16.3 DISCLOSURE OF TRP.

TRP shall be disclosed to an Institution as follows:

(i) All TRP that is copyrightable or that is or may be patentable shall be disclosed in accordance with the provisions of this Policy governing disclosure of Copyrightable Works (Section 11) and patentable Inventions (Section 6).

(ii) All TRP that is both unpatentable and uncopyrighted shall be disclosed if such TRP is developed or created by a Member, solely or jointly, during the time that an individual is a Member if (a) the Member wishes to make or permit use of such TRP for commercial purposes or wishes to have the Institution commercialize the TRP; or (b) the TRP may have commercial or charitable value; or (c) the Member otherwise wishes to make it available to the public or any third party that is reasonably likely to use it for commercial purposes or broad distribution; or (d) the disclosure of the TRP is required by any grant, contract, or other arrangement between the Institution and a third party or by any applicable policy, law or regulation; or (e) the Member is otherwise requested by CSRL to disclose the TRP to the Institution.

16.4 DISTRIBUTION OF TRP.

In keeping with the traditions of academic science and its basic objectives, it is the policy of the Institutions that results of scientific research are to be promptly and openly made available to others. This policy applies equally to research results that have tangible form. However, it is recognized that the traditional modes of dissemination through scholarly exchange and publication are not fully effective for most TRP. Furthermore, the dissemination of TRP raises other issues such as: the safety of the TRP; the need sometimes for TRP to be more fully characterized or developed prior to distribution; for human tissue and other bodily samples, the need for appropriate consent and compliance with applicable policy regarding transfer of human samples; and the need to ensure that dissemination of TRP is consistent with applicable policies, laws and regulations as well as contractual obligations to third parties. Therefore, all TRP which constitutes human tissue or other bodily samples, or which raises safety concerns, or the distribution of which may be subject to contract, policy, law or regulation (such as export control laws, or laws pertaining to special agents) must be disclosed in accordance with paragraph 16.3 above, must be subject to an agreement that is reviewed, negotiated and approved by CSRL, and which contains the provisions and restrictions deemed appropriate by CSRL for the particular distribution. Members shall not sign any agreement to distribute or receive TRP without CSRL approval.

E. INCOME FROM INTELLECTUAL PROPERTY AND TANGIBLE RESEARCH PROPERTY

17.0 DISTRIBUTION OF INTELLECTUAL PROPERTY INCOME.

17.1 Income from Inventions.

Annual Net Income from the licensing or other disposition of patent rights in Inventions shall belong to the Institutions and shall be allocated in accordance with Table I below. The Inventors (as defined by U.S. patent law) shall receive the "Creator's share."

Section 17.7 addresses how Annual Net Income shall be allocated in situations where more than one Service/Department from one Institution, or more than one Lab/Unit from one Institution, or more than one Inventor/Creator is involved in creating an Invention or other Intellectual Property. Section 17.10.4 addresses how Annual Net Income shall be allocated when infrastructure support for the creation of a given item of Intellectual Property comes from more than one Institution and/or from Partners.

17.2 Income from Copyrightable Works.

Annual Net Income from the licensing or other disposition of Copyrightable Works shall belong to the Institutions and shall be allocated in accordance with Table I below and, with respect to the Creator's share, in accordance with Section 17.3.

17.3 Creator's Share of Copyright Income.

17.3.1General Principles. The general principle of this Policy is that, except as described in 17.3.2, the Creator's share of Annual Net Income attributable to a Copyrightable Work shall be distributed to the individuals responsible for the creative component of a Copyrightable Work. However, since copyright law does not protect abstract creativity, an individual may make significant creative contributions to a Copyrightable Work and not be considered the "copyright author" under copyright law. Therefore, this Policy does not presume that "authorship" under copyright law is the best measure of creative contribution, and seeks alternative ways to determine relevant creative input. Accordingly, individuals making significant creative contributions to Copyrightable Works shall be considered Creators and may receive a share of Annual Net Income attributable to those Works, as described further below.

17.3.2 Exception for Works Made For Hire. Members whose contributions to Copyrightable Works are "Works Made for Hire," or who otherwise contribute to a Copyrightable Work as part of the work they undertake within the scope of their employment, are not entitled to any portion of the Creator's Share of Annual Net Income attributable to a Copyrightable Work unless and until they are given such entitlements pursuant to Section 17.3.3.

17.3.3 Methods for Determining Distribution of Creator's Share of Copyrightable Works. The Creator's share may be distributed in one of two ways:

17.3.3.1 Laboratory/Unit Policies. It is recognized that the creation of Copyrightable Works often involves group efforts that may be facilitated by royalty-sharing arrangements that differ from the model traditionally followed with respect to Inventions. Laboratories and units are encouraged to adopt alternative written policies governing the distribution of the Creator's share of copyright income generated by them. These policies shall be formulated and adopted in accordance with the following guidelines:

(i) Policies shall seek to achieve a reasonable outcome, shall take into account the feasibility of identifying all individuals to whom they afford a share, and shall be consistent with any applicable requirements of funding agencies.

(ii) Current Members of the Medical/Professional Staff or faculty in the Lab/Unit, and such other Members as the Lab/Unit chief deems it reasonable to consult, shall have the opportunity to express their views regarding such policies while they are being formulated. The chief shall attempt to achieve consensus.

(iii)The reasonableness of Lab/Unit policies, and the procedures followed in adopting them, shall be reviewed and approved by the relevant service or department chief and the Director of CSRL before taking effect.

(iv) An approved policy shall apply to all Members of the Lab/Unit. The Lab/Unit shall give notice of its policy to Members who join after approval of the policy, and shall obtain from them a written acknowledgment that they are aware of the policy.

(v) Members responsible for formulating policies are invited to consult in advance with CSRL regarding examples of acceptable policies and requirements of funding agencies.

17.3.3.2 Case by Case Determination. When there is no approved Lab/Unit policy applicable to a particular income stream, the principal investigator (in the case of

Works produced under a grant or other sponsored research) or chief of the Lab/Unit (in other cases) shall consult the Member(s) primarily responsible for creation of the Work and identify any Members who made substantial inventive or innovative contributions to it. Those Members shall be entitled to share the Creator's share of Annual Net Income from the Work, as allocated among them according to their contributions by the principal investigator or Lab/Unit chief, except that, as described in 17.3.2, Members whose contributions are Works Made for Hire ordinarily shall not receive a personal share unless a Lab/Unit policy so provides. If no Member has made a substantial inventive or innovative contribution that is not a Work Made for Hire, the Creator's share will be distributed to the Lab/Unit. If requested by any Member, the principal investigator's or chief's determination will be reviewed by the relevant service or department chief and by the Director of CSRL.

17.4 Biological Materials Income.

Annual Net Income from the licensing or other disposition of biological materials shall belong to the Institution and shall be allocated in accordance with Table I below. The Creator's share shall be distributed as follows. The principal investigator (in the case of materials produced under a grant or other sponsored research) or the chief of the Lab/Unit (in other cases) shall consult the Member(s) primarily responsible for creation of the biological material and identify any Members who made substantial inventive or innovative contributions to it. Those Members shall be entitled to share the Creator's share of Annual Net Income from the materials, as allocated among them according to their contributions by the principal investigator or Lab/Unit chief. If no Member has made a substantial inventive or innovative contribution, the Creator's share will be distributed to the Lab/Unit or, where appropriate, to Creators Research Accounts as described in section 17.10.2. If requested by any Member, the principal investigator's or chief's determination will be reviewed by the relevant service or department chief and by the Director of CSRL.

17.5 Combination Income.

In the case of Annual Net Income that is attributable to both patents and copyrights and is not allocated between them by contract, half shall be distributed as patent income and half as copyright income. In the case of Annual Net Income attributable to both patents and biological materials and not allocated between them by contract, half shall be distributed as patent income and half as biological materials income.

17.6 Income from Other Research Results, Trademarks and Trade Secrets.

Income from the use of the name of any Institution, or an Institutional Trademark or Trade Secret, shall belong to the Institution and shall not be distributed to Members. Otherwise, in the case of Tangible Research Property (other than biological materials) or other research results that are not covered by Sections 17.1-17.5, any Annual Net Income received by an Institution shall belong to the Institution and shall be distributed or not distributed as determined by CSRL in consultation with the Member(s) primarily responsible and the Lab/Unit chief(s), with the approval of the Director of CSRL.

17.7 Determination of Shares Among Multiple Departments/Services, Laboratories/Units, and Creators.

If more than one Department or Service, or more than one Laboratory or Unit, from one Institution was involved in the creation of Intellectual Property, the Department/Service share and the Lab/Unit share of Annual Net Income shall be apportioned equally among the involved Departments/Services and the Labs/Units, unless otherwise agreed by the Service(s)/Department(s) or Labs/Units prior to distribution.

If more than one Inventor was involved in the creation of an Invention, the Creator’s share shall also be apportioned equally among the Members involved unless otherwise agreed by all of those Members and specified in writing in the Invention disclosure or an alternative document agreed to by all involved Members. The same is true with situations where the Lab/Unit share has been paid into Creator’s Research Accounts pursuant to section 17.10.2. Members are encouraged to discuss with each other and agree on any allocation other than an equal split if they so desire, at the earliest possible time, both with respect to the

Creator's share and also with respect to funds in Creator's Research Accounts.

Treatment of multiple Creators' shares of Income from Copyrightable Works or biological materials is covered by Sections 17.3 and 17.4 of this Policy. In the case of any type of property, an approved Lab/Unit policy will be followed, if applicable, in preference to this Section 17.7.

17.8 Departure of Creator from Institution.

Should any or all of the Creators leave the Institution:

17.8.1 Their individual Creator's share shall continue to be paid to them after their departure;

17.8.2 The Lab/Unit share shall continue to be paid to the Lab/Unit if it remains operational; and if not then it shall be paid into a Creators Research Account in the name of senior Creators who remain at the Institution (split evenly if more than one); and if no such Creators remain at the Institution then the Lab/Unit share shall be divided evenly between the Department/Service and the Institution; and

17.8.3. If the Lab/Unit funds had been previously determined, in accordance with section 17.10.2, to be paid into a Creator's Research Account in the name of the departing Creator, then these funds shall be reallocated to the senior Creators who remain at the Institutions, if any, either in accordance with an allocation previously agreed to by the Creators under Section 17.7 or, in the absence of such agreement, evenly; and if no Creators remain at the Institution, then the departing Creator's Research Share shall be divided evenly between the Department/Service and the Institution; and

17.8.4 The allocation and payment of Income in other respects shall remain the same as if the Creators were still at the Institution.

17.9 Death of Inventor/Creator.

In the event of the death of an individual entitled to receive a share of Income, his or her Creator's share shall inure to his or her estate. The Lab/Unit share (or, where applicable, the payment of such share to a Creator's Research Account in the name of the deceased Creator), shall be handled in the same manner as described in section 17.8.

17.10 Elaboration on Table 1

17.10.1 General Explanation. For purposes of Table I, the Laboratory/Unit and the Service/Department is the one with which the Creator was associated at the time the property generating the income was conceived and reduced to practice. When the Institution involved is a Hospital, it is expected that the Institutional and Departmental Shares will go to a general research or education fund (and, regardless of the Institution involved, when these shares arise from federally-funded research they must be spent to support Institutional research or education activities in order to comply with federal regulation).

17.10.2 Creator's Lab/Unit Share.
Distribution of 25% to the Creator's Laboratory/Unit is based on the underlying premise that this portion of the income should be dedicated to furthering the research interests of the Creator(s) and the Lab/Unit within which the Intellectual Property was made. When Creator(s) who are members of a Lab/Unit make an Invention or Copyright disclosure, they shall provide to CSRL the name(s) of the chief or principal investigator responsible for the Lab/Unit which will receive this portion of the income, and this portion of proceeds shall be paid into an institutional account for the benefit of the Lab/Unit. If the Creator(s) are not members of a Lab/Unit, then they shall, when filing a disclosure, identify which of the senior Creator(s) shall be entitled to oversee these funds, and this portion of proceeds shall be paid into institutional Creator's Research Accounts established under the names of those individuals. For these purposes a Creator shall be considered "senior" only if s/he has a faculty rank of Instructor (or equivalent) or above. In the event that there is any uncertainty over the appropriate Lab/Unit, then CSRL shall, in consultation with the appropriate chiefs, make a final determination as to the appropriate institutional account to receive this money. Money used from this account will incur an indirect cost charge as determined by Institutional policy at the time the money is spent.

17.10.3 Department/Service Share.
Distribution of 25% to the Department/Service is based on the underlying premise that one (or more) Department or Service of one particular

Hospital or other Institution provided the infrastructure (e.g. salary and space) support to the creation of the Intellectual Property. Where this is not the case – as, for example, where infrastructure support came from a Partners-wide or multi-Hospital Center – then there will be no default presumption that this 25% share goes to a Department/Service. Rather, representatives of the interested Departments/Services and Institutions (including, where appropriate, Partners) shall agree on the appropriate allocation either ahead of time, which may be ascertainable in the case for example of some Centers, or on a case-by-case basis as Intellectual Property is created and disclosed, and in any event no later than the time when it is licensed.

17.10.4 Institutional Share. There is a starting presumption that the "Institution" entitled to receive this share of proceeds is the Hospital or other Affiliated Institution that owns the Intellectual Property that generated the proceeds, based on the premise that such an Institution provided all of the infrastructure support for the creation of the Intellectual Property. Where that is not the case – for example, in the case of a Center where Partners may have provided all or a significant portion of infrastructure support – then there shall be no such starting presumption, and representatives of the interested Institutions (including, where appropriate, Partners) shall agree on the appropriate allocation of the Institutional Share in the manner described in paragraph section 17.10.3.

TABLE I:
DISTRIBUTION OF ANNUAL NET INCOME

SOURCE OF INCOME	TO THE CREATOR	TO THE CREATOR'S LABORATORY/UNIT	TO THE DEPARTMENT/ SERVICE	TO THE INSTITUTION
Patent/Copyright License	25%	25%	25%	25%
Biological Materials ($5,000 or more)	25%	25%	25%	25%
Biological Materials (Less than $5,000)	0%	100%	0%	0%

18.0 EXCEPTIONS TO INCOME DISTRIBUTION RULES.

Any distribution provided for above is subject to the following exceptions.

18.1 Grant-Related Conditions.

Income generated under grants from federal agencies and some other sources may be subject to conditions in the grant or grant-related regulations, which must be complied with before any Income can be distributed. For example, in some cases license income produced under a grant must be applied to reimburse the funding entity. Members are encouraged to consult with the administrative office handling their grant award to be sure they are aware of any applicable conditions.

18.2 Disposition of Equity Received by an Institution.

Equity received by an Institution shall be in accordance with a separate Policy to be adopted by the Institutions regarding such disposition or, in the interim, in accordance with decisions of the Committee.

18.3 Anticipated Expenses.

If the Institution reasonably anticipates incurring unreimbursable expenses in connection with any Intellectual Property (such as costs of patent prosecution or litigation, or other expenses of a type that is deductible from Income under the definition of Annual Net Income), it may hold in reserve all or a portion of any Income from such property to the extent deemed necessary by CSRL to cover such anticipated expenses. In such a case, the relevant principal investigator or Lab/Unit chief will be notified of the amount being held in reserve and the reasons for holding it.

18.4 Waivers.

Any Member or other party entitled to receive any share of income under this Policy may waive that share with the approval of CSRL or in accordance with guidelines established by CSRL.

18.5 Laboratory/Unit Policies.

In lieu of following Section 17.1 or 17.4, Laboratories and Units may, with the approval of CSRL, adopt written policies providing an alternative basis for distributing the Creator's share of Annual Net Income from patents and/or materials created by individuals in that Lab/Unit.

18.6 Alternative distribution.

An alternative distribution formula may be followed by obtaining the written agreement of the appropriate spokesperson for any share that is proposed to be reduced, i.e., the agreement of the Creator if the proposal is to reduce the Creator's share, or the agreement of the appropriate institutional representative if the proposal is to reduce the Lab/Unit and/or the Department/Service and/or the Institutional share.

F. DISPUTE RESOLUTION

CSRL shall be responsible for resolving any disputes that arise in connection with this Policy. Where appropriate, CSRL may seek consultation and advice from the appropriate representatives of management of the applicable Institution, Institutional committees, and from the Office of the General Counsel. Disputes shall also be resolved under the oversight of the Committee as its responsibilities are determined by the Board of Directors of Partners.

G. GLOSSARY

For purposes of this Intellectual Property Policy:

"Academic Work" has the meaning given in Section 8.1.4.

"Affiliated Institutions," or "Institutions," means, collectively, The Brigham and Women's Hospital, Inc., The Brigham and Women's Physicians Organization, Inc, The Massachusetts General Hospital, The General Hospital Corporation, The McLean Hospital Corporation, Massachusetts General Physicians Organization, Inc., The MGH Institute of Health Professions, Inc., The Spaulding Rehabilitation Hospital

Corporation, and any other corporation created by or under common control with The Brigham and Women's/Faulkner Hospitals, Inc., The Massachusetts General Hospital, or The Spaulding Rehabilitation Hospital Corporation and designated by the Committee as subject to this Policy.

"Annual Net Income" means the net Income received, on a cash accrual basis, by the Institution in each fiscal year from the licensing or other disposition of any Intellectual Property owned in whole or in part by it after deduction of all unreimbursed costs reasonably attributable to protecting the Intellectual Property and making it available to the public. These deductions shall include any expense of patent prosecution and interference, copyright registration, litigation, marketing, licensing, acquisition of related rights or permissions needed to license the Intellectual Property, and the like incurred prior to the end of such fiscal year, as well as any anticipated expenses as described in Section 18.3.

An **"Author"** means an individual who is the author, or one of the authors, of a Work under U.S. copyright law.

"BWH" means The Brigham and Women's Hospital, Inc.

The "**Committee,**" as of the adoption date of this Policy, means the Professional and Institutional Conduct Committee of Partners, which consists of representatives of the trustees, Medical/Professional Staffs and administrations of the Institutions. The Institutions or Partners may assign the responsibilities currently granted to the Partners Professional and Institutional Conduct Committee to another governance body, in which case that body shall be deemed the "**Committee**" for the purpose of this Policy.

A **"Consulting Agreement"** means an agreement for the provision of consulting or other services by a Member, in which the parties include the Member and an outside entity that is not an Affiliated Institution.

A **"Copyrightable Work"** has the same meaning as "Work," as defined below.

"Corporate Sponsored Research and Licensing" or **"CSRL"** means the office of Corporate Sponsored Research and Licensing of Brigham and Women's Hospital and Massachusetts General Hospital.

"Director, CSRL" means the Director of CSRL at BWH or MGH, as the case may be.

"Courseware" means Inventions, Software and other Copyrightable Works that organize, structure, promote, display, deliver, transmit, reproduce, enhance, support, present or enable interaction with course or other educational material for use in learning programs.

To **"create"** any Intellectual Property means to invent, make, Author or otherwise participate in the origination of that Intellectual Property. Individuals who participate in creating such property are referred to in this Policy as the "**Creators.**" A Creator of an Invention may also be referred to as an "Inventor." The Creator of a Copyrightable Work is more fully described in Section 17.3.1.

The **"Creator's Research Account"** shall mean the account created by the Institution's Research finance department to receive funds that would otherwise be distributed to a Laboratory or Unit, all as described in Section 17.10.2. These accounts are established for the purpose of holding funds to be expended in support of the research or other charitable activities of the Creator at the Institution. Money used from this account will incur an indirect cost charge as determined by Institutional policy at the time the money is spent.

The **"Creator's Share"** of Income means that share of income that is generally allocated to individuals in the column entitled "To the Creator" in Table I. The Creator's share is to be allocated to certain Creators and/or others as set forth in Article 17 of the Policy.

"Equity" means stock, stock options, or a contractual or other right to acquire stock or options or interests as an owner, proprietor, partner or beneficiary, or a beneficial interest in any of the foregoing.

"Income" from the licensing or other disposition of Intellectual Property or Tangible Research Property shall mean license fees, royalties and other such revenues attributable to the use or sale of the property, but shall not

include revenues explicitly earmarked in the license or distribution agreement to reimburse patent, development or other costs incurred by the Institution, to fund future research or other activity, or to compensate the Institution for providing training or other benefits other than the property or property rights themselves.

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

"Intellectual Property" means Inventions, Patents, Copyrights, Trademarks, Trade Secrets and any other intellectual or intangible property (such as non-secret data) which is or becomes protectable by law.

"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.

To **"make"** an Invention means to conceive the Invention or first reduce it to practice, either actually or constructively (for example, by filing a patent application, completing an invention disclosure, or otherwise describing the Invention in any written form).

An **"Inventor"** with respect to an Invention that is or may be patentable shall be as defined by U.S. patent law. With respect to an Invention that is not patentable, an Inventor shall be the individual(s) who conceived and reduced to practice such Invention.

A **"Member of the Institutional Community"** or **"Member"** means each member of the Medical/Professional Staff (including individuals holding appointments as Visiting Staff) of MGH, BWH, Spaulding, or a Hospital affiliated with any of them; and to each faculty member, student, and employee of the Hospitals or another Institution. The term "Member" also includes each visitor from, student or researcher of, or other person primarily affiliated with, Harvard University, The Massachusetts Institute of Technology or any other academic institution, or any other institution or entity whether not-for-profit or for-profit, and each person holding a fellowship, who performs educational, research, clinical or other activities at the Institutions.

"MGH" means The Massachusetts General Hospital or The General Hospital Corporation, depending on the context.

"Related Invention" has the meaning given in Section 5.2.2.

"Related Software" has the meaning given in Section 8.2.3. CSRL shall have the authority to clarify and modify this definition in its discretion from time to time.

"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. It includes, for example, microcode, subroutines, operating systems, high level languages, and application programs in whatever form expressed (e.g., machine or assembly language, source or object code) or embodied (e.g., chip architecture, ROM, disk or tape storage, program listing). While some materials defined here as Software may not be covered by United States copyright laws (mask works, for example, are protected separately under the Semi-Conductor Chip Protection Act), for convenience all Software is treated as Copyrightable Work for purposes of this Policy; in many cases, however, Software materials will constitute or embody Inventions as well as Copyrightable Works and will be subject to Part B as well as Part C of the Policy. The Director of CSRL shall have the authority to clarify and modify this definition in his/her discretion from time to time.

"Sponsored Activity" means any activity that is subject to a grant, contract or other arrangement between an Institution and a third party, such as the federal government, a foundation or corporate research sponsor.

"Supported Invention" has the meaning given in Section 5.2.1.

"Supported Work" has the meaning given in Section 8.2.1.

"Tangible Research Property" has the meaning given in Section 16.1.

"Trademark" means any word, phrase, logo, design or other symbol used to identify and distinguish the source of goods or services. As used here, the term includes any trademark, service mark, trade name or trade dress.

"Trade Secret" means any scientific or technical information, design, process, formula, listing or other information relating to a business or profession that is kept reasonably confidential and that has economic value. A Trade Secret may but need not be patentable or copyrightable.

"Video Material" or **"Video"** means any visual, audio or audio-visual work, such as a video-taped, audio-taped or televised demonstration or performance, which is recorded electronically or by other means. CSRL shall have the authority to clarify and modify this definition in its discretion from time to time. In the event a work falls within both the definition of Video Material and the definition of Software, it will be treated as Software for purposes of this Policy.

A **"Work"** (or "Copyrightable Work") means any original work of authorship that is fixed in any tangible medium of expression, including Software. Examples of Copyrightable Works include but are not limited to journal articles and other scholarly or scientific papers, books, photographs, drawings and diagrams, Video Materials, Software and Courseware.

"Work(s) Made for Hire" has the meaning given in Section 8.2.2.

PARTNERS HEALTHCARE SYSTEM, INC.

RESIDENT SALARIES BY POST-GRADUATE YEAR

ACADEMIC YEAR 2017-2018

PGY	SALARY
1	$61,384.
2	$64,505.
3	$67,000.
4	$70,000.
5	$73,670.
6	$77,850.
7	$81,567.
8	$85,313.

Approved by the Partners Education Committee 1/19/17