

**Baystate Health, Inc.**  
**Intellectual Property Development: Participation Agreement**

Your agreement to the terms of this Participation Agreement is a condition of your participation in research or other intellectual property development activities associated with Baystate Health, Inc. (“BH”) or any of its affiliated entities (“BH-Affiliated Entities”), including the Pioneer Valley Life Sciences Institute, Inc. Before signing this Agreement, you should review BH’s Intellectual Property Policy (“IP Policy”), which applies to all BH employees and other individuals that participate in BH research or other BH-Affiliated Activities. For purposes of this Agreement, "BH-Affiliated Activities" means activities that receive direct or indirect financial support from or through a BH-Affiliated Entity, that make substantial use of its facilities, materials, or other resources, or that are conducted under a contract to which BH or a BH-Affiliated Entity is a party.

**Agreement:**

I hereby agree to the following terms as a condition of my employment or opportunity to participate in research or other activities at BH or BH-Affiliated Entities:

1. I will comply with the BH IP Policy, as BH may revise that Policy from time to time with notice to me.
2. I hereby assign, and agree in the future to assign, to BH all rights that I may have or may acquire in any new or improved process, machine, material, software, or other invention, whether patentable or not (collectively, “Inventions”), and in each copyrightable work that may have commercial value that are created in connection with my employment or my participation in research or other activities at BH or BH-Affiliated Entities. I do this in consideration of the benefits of my association with BH and my potential share of revenue under the terms of the IP Policy if BH receives income from the licensing of Inventions or other intellectual property in whose invention or creation I participate.
3. I will promptly disclose to BH intellectual property that I individually or jointly create, including Inventions and copyrightable works that may have commercial value. I will do this by completing and submitting a BH Intellectual Property Disclosure Form to the BH Division of Academic Affairs.
4. I will file with the BH Intellectual Property Committee, within thirty (30) days of the date of this Agreement, a complete and true copy of any agreement to which I am a party that involves financial or other support for activities that may involve the creation of new intellectual property. In the future, I will obtain the approval of the Division of Academic Affairs before entering into any arrangement that does not include a BH-Affiliated Entity as a party and that may involve research, the creation of intellectual property, or the sharing of BH materials, data, or research results, other than Scholarly Works, as that term is defined in the IP Policy.
5. I agree to comply with the terms of any grant or agreement in which BH or a BH-Affiliated Entity is a party that provides support for research in which I am involved.
6. I will not share or disclose confidential information — which may include, among other things, patient information, non-public data, technologies, and research results, processes, software, and other privileged information — without the written approval of the Division of Academic Affairs. I agree that my obligations under this paragraph will continue beyond the end of my involvement with BH or BH-Affiliated Entities and can be terminated only by the written consent of the Division of Academic Affairs.

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

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

Printed Name: \_\_\_\_\_