



Dana-Farber
Cancer Institute

**OUTSIDE COUNSEL
GUIDELINES**



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I. Overview

Dana-Farber Cancer Institute (“Dana-Farber”) is a non-profit hospital and research institution dedicated to providing expert, compassionate, and equitable cancer care to children, adults, and their families while advancing the understanding, diagnosis, treatment, cure and prevention of cancer and related diseases. We train new generations of clinicians and scientists, disseminate innovative patient therapies and scientific discoveries around the world, and reduce the impact of cancer, while at all times maintaining a focus on those communities who have been historically marginalized.

Dana-Farber’s Outside Counsel Guidelines (“Guidelines”) describe and define the relationship between outside counsel and vendors retained by Dana-Farber, and sets forth expectations in creating a more effective working relationship with outside counsel and vendors. We expect all outside counsel and vendors to review and adhere to the Guidelines. However, nothing in the Guidelines is in any way intended to interfere with your professional judgment or duties as an advocate representing the interests of Dana-Farber. Deviation from the Guidelines from time-to-time may be prudent, and any deviation should be discussed with and approved by members of the Office of General Counsel (“OGC”).

The Guidelines are effective for all legal services rendered on or after July 1, 2023, and are applicable to all outside counsel and vendors assigned to work on legal matters for Dana-Farber or any of its subsidiaries. In the event of a conflict with any other guidelines or policy document, retention agreement or engagement letter, the Guidelines shall govern. Dana-Farber reserves the right to modify the Guidelines at any time and will provide outside counsel at least thirty (30) days’ notice prior to any substantive modifications to the Guidelines.

II. Role of the Office of General Counsel

The OGC is responsible for providing all legal services to Dana-Farber. Most of these legal services are supplied by attorneys employed by Dana-Farber within the OGC. From time to time, however, we retain outside counsel to work on particular matters under our supervision. The OGC selects and hires all outside lawyers. Except as authorized by the OGC, no other office or individual within Dana-Farber is authorized to retain outside counsel. If a Dana-Farber employee other than an OGC attorney asks you to provide legal services to Dana-Farber, you should contact the OGC before proceeding. Any legal fees incurred by Dana-Farber without awareness of OGC may not be paid. Our objective is to provide Dana-Farber with top quality legal services at a reasonable cost, whether by inside or outside counsel.

III. Role of Outside Counsel

Dana-Farber expects outside counsel it retains to meet high standards of performance, cost effectiveness, and diversity. The OGC has the ultimate authority for the handling of each matter, including financial and strategic decisions. Accordingly, outside counsel should consult regularly with the OGC. As discussed below, this consultation should include developing a strategic plan in appropriate circumstances, providing regular updates, and coordinating on staffing and budgeting.

IV. Conflicts

Our approach to conflicts of interest and business conflicts emphasizes the loyalty expected from our retained outside counsel, balanced by our reasonable understanding of economic realities. We consider the activities of all law firm members in determining whether an unacceptable conflict of interest exists. With regard to any proposed representation, we ask outside counsel to thoroughly check for, and disclose to the OGC prior to beginning an assignment, any representation within the past year by any member of the law firm adverse to Dana-Farber. For purposes of this section, we consider a third-party subpoena seeking information from Dana-Farber to constitute a potential conflict.

Once a lawyer is retained by Dana-Farber, no member of the law firm may represent a party adverse to Dana-Farber regarding that issue. We do not, however, consider all such relationships to be unacceptable and will consider waiving a conflict, upon request, in our sole discretion and to the extent allowed by the Massachusetts Rules of Professional Conduct. If outside counsel becomes aware of a conflict or a potential conflict subsequent to the engagement, outside counsel should inform the OGC immediately to seek resolution of the situation.

Requests for waivers of potential or actual conflicts of interest will be considered on a case-by-case basis by the lead Dana-Farber attorney handling the matter. Dana-Farber will not provide blanket waivers and all prior blanket waivers are hereby revoked. Waiver requests should be directed to the appropriate lead Dana-Farber attorney and should include a complete list of the matters currently being handled by the requesting outside counsel for Dana-Farber, the identity of each affiliate involved in those matters, the identity of the lead Dana-Farber attorney for those matters, and the steps that will be taken by the law firm to manage the conflict if the waiver is approved (segregation of files, etc.).

Dana-Farber will not pay for any time or costs incurred by outside counsel in fulfilling this obligation.

V. Retention/Engagement

Our selection of outside counsel is based on the qualifications of individual lawyers. Accordingly, when the OGC retains outside counsel, we are keenly interested in identifying the lawyer or lawyers who will work on particular projects. To that end, the lead attorney will have primary responsibility for the engagement and for complying with these Guidelines. The involvement of additional attorneys or staff members on a project must be approved by the OGC. Such additional staff should be deployed so as to perform the assignment most efficiently, and work should be assigned to those law firm attorneys with the lowest billing rate who are appropriate for the assignment.

In addition to identifying a lead attorney from the law firm and the attorneys who will work on particular projects, as part of our commitment to diversity, we require that outside counsel identifies the individual at the law firm who will receive origination credit for law firm revenue associated with the project. This information will be tracked in Dana-Farber's enterprise legal management system CounselLink.

At the outset of the assignment, outside counsel and the OGC should come to an agreement on the scope of the engagement and the compensation arrangement in the form of an engagement letter including the expected approach to the matter. The engagement letter should identify fees and expenses for all tasks that can be reasonably anticipated, and include the following, as applicable:

- The form and scope of advice required (e.g., formal opinion, legal memorandum or informal advice);
- The client's objectives;
- The general strategy of the representation;
- The division of work between outside and Dana-Farber counsel;
- The staffing by outside counsel (including name, experience level, and hourly rate of attorneys assigned to work on the matter);
- Compensation arrangements; and
- Budget for any assignment with anticipated fees and expenses in excess of \$25,000.

These requirements may not be necessary for less formal or more episodic engagements, in which case the OGC may waive the requirements. Indeed, the OGC values the important ongoing relationships that it has developed with certain attorneys and appreciates the willingness of lawyers to provide occasional, informal advice to supplement the work performed by OGC attorneys. The OGC expects law firms that do a significant volume of work for Dana-Farber to commit to at least 20 hours per year of non-billed work, such as providing ad hoc counsel to individual attorneys without opening a matter.

During the engagement, where the OGC is paying outside counsel on an hourly basis, outside counsel must obtain the OGC's approval prior to undertaking substantial research projects or drafting significant documents. In any event, outside counsel should not make any significant decisions, including filing substantive motions, without the approval of the OGC. All research memoranda and other substantive documents produced during the representation, including any document cited in a bill, are the property of Dana-Farber and shall be supplied promptly to the OGC electronically by attaching documents to the matter in CounselLink or otherwise as agreed upon with the lead Dana-Farber attorney.

VI. Budgets and Accruals

A. Budgets

Dana-Farber is a 501(c)(3) non-profit organization with a limited legal budget. It is essential for Dana-Farber to be able to reliably predict the costs of legal services. Dana-Farber expects outside counsel and vendors to make every effort to provide optimum legal services in the most cost-effective manner. For matters with anticipated legal fees and expenses in excess of \$25,000, the lead Dana-Farber attorney and the lead attorney from the law firm should agree on a budget for an engagement. The Dana-Farber attorney and the lead attorney from the law firm should conduct periodic review of progress on the matter in relation to the budget.

Within 10 days of a new matter being opened in CounselLink with anticipated legal fees and expenses in excess of \$25,000 during the life of a matter, outside counsel must submit a detailed budget projecting fees and costs. All budgets must be reviewed and approved by the lead attorney from the law firm and the lead Dana-Farber attorney responsible for each matter.

Absent a material change in the scope of the engagement, for which outside counsel must provide Dana-Farber advance notice, actual fees for all tasks related to the engagement should not exceed the projected budget. Outside counsel is responsible for requesting a revision to a projected budget before fees are incurred in excess of the budget.

B. Accruals

Dana-Farber may require outside counsel to submit accruals on a monthly or quarterly basis.

VII. Staffing

Dana-Farber regards staffing as one of the most critical components of the success and cost-effectiveness of a matter. Your law firm has been selected to represent Dana-Farber based on its expertise and efficiency. Dana-Farber expects its outside counsel to staff projects appropriately based on the nature and complexity of the legal work, engaging the smallest number of knowledgeable professionals necessary to the matter to get the job done well. A balance should be struck between the efficiency a more experienced lawyer brings to a given task and the advantages of having other tasks performed by a less senior lawyer or paralegal.

Duplication of effort within the law firm should be avoided and Dana-Farber will not pay for tasks or work done that appears duplicative. Unless approved by the OGC in advance, we will not reimburse the law firm for time spent by more than one attorney or timekeeper attending meetings, witness interviews, depositions, hearings, negotiations, and trials.

Dana-Farber also asks the law firm to keep to a minimum, and only where necessary, involvement of more than one attorney or timekeeper in telephone conferences. We will not reimburse a law firm for time law firm counsel and paralegals spend in giving each other periodic matter status reports. Dana-Farber will not pay for tasks that are supervisory in nature including instructions regarding work assignments.

Dana-Farber expects to be informed and consulted on the engagement of any experts, consultants, litigation support vendors and e-discovery vendors. Prior approval should be obtained before hiring any third-party vendors on non-litigation matters. Dana-Farber may elect to retain the third-party vendor directly, or direct you to work with a Dana-Farber preferred provider. Outside counsel is responsible for ensuring all third-party vendors are aware of and comply with these Guidelines when applicable.

VIII. Diversity

Dana-Farber is committed to diversity, both internally and in its outside counsel hiring practices. We believe that a culturally sensitive, diverse workplace is better able to serve our needs and produce better results. To this end, Dana-Farber supports the American Bar Association's Resolution 113, designed to increase diversity in the legal profession. Dana-Farber focuses on

partnering with law firms that share our values and can staff Dana-Farber matters with diverse lawyers. Dana-Farber requires the Gender, Race, LGBT, Veteran, and Disabled fields be completed on the CounselLink Timekeeper Profile for all timekeepers who bill Dana-Farber. Additionally, Dana-Farber requires all law firms to complete the CounselLink Law Firm Diversity Survey on an annual basis. Dana-Farber also requires law firms to identify the individual at the law firm who receives originating credit for each matter where law firms represent Dana-Farber. Dana-Farber will consider compliance with these requirements as well as diversity results in its law firm retention decisions.

Dana-Farber is committed to complying with HIPAA, GDPR, and other privacy laws, regulations, or directives. All law firms, whether they are headquartered in the United States or internationally, agree to refrain from providing individual level diversity or demographic information for their internationally based legal professionals.

IX. Performance Reviews

Dana-Farber will conduct regular evaluations on the law firm, individual attorneys, and other staff. In addition to assessing the quality of service and compliance with Dana-Farber's Guidelines, Dana-Farber will consider accrual submissions, performance to budget, willingness to provide alternate fee arrangements (AFAs), staffing efficiency, rates, diversity of staff, and timely submission of invoices when we evaluate outside counsel for future use. Similarly, Dana-Farber desires feedback from your law firm regarding how the OGC can better collaborate with external law firms, how clearly expectations were communicated, and any other information that will improve the provision of legal services to Dana-Farber. Sharing performance information is critical to building and maintaining trusted relationships. If at any time you have concerns or desire feedback, please reach out to the OGC.

X. Matter Management & Reporting Requirements

Dana-Farber may find it necessary to impose other billing requirements and policies during the engagement as appropriate to effectively and efficiently manage the matter. Prior notice will be given, and the matter discussed with outside counsel if this is deemed necessary.

XI. Intellectual Property Matter Requirements

For engagements relating to Intellectual Property matters, please see APPENDIX A – Guidelines for Intellectual Property Matters.

When working on patent prosecution, the OGC's Intellectual Property team may also impose additional policies and practices for matter management.

XII. Billing and Expense Guidelines

The OGC expects outside counsel and vendors to make every effort to provide optimum legal services in the most cost-effective manner.

A. Alternative Fee Arrangements

We encourage outside counsel to consider and propose alternatives to the conventional billing model, including the use of fixed or flat fees, blended rates, and contingency fees at the inception of matters whenever feasible. These alternative fee arrangements will be agreed upon in writing and implemented using CounselLink.

We recognize that it is often difficult at the outset of an engagement to identify the scope of the assignment sufficiently to agree on an alternative billing arrangement. In these cases, we will attempt to agree on such a billing arrangement as soon as practical.

Invoices submitted in accordance with alternative fee arrangements should include the number of hours worked and billing rate for each attorney working on the assignment.

B. Hourly Rate Arrangements

For those engagements where Dana-Farber agrees to pay outside counsel based on hourly rates, we appreciate the willingness of outside counsel to offer a charitable discount of 15% from their customary billing rates. The 15% discount should be reflected on all bills and entered into Dana-Farber's e-billing solution in such a matter that CounselLink may track the discount.

Dana-Farber expects to be charged the lowest hourly rates provided by the law firm to its most valued clients. Hourly rates are fixed for 2-years and Dana-Farber will not approve any increases to hourly rates unless agreed upon in writing by the OGC in advance of time being billed. Any adjustments to hourly rates during this 2-year period must be approved in writing by Dana-Farber's General Counsel.

Outside Counsel will submit a Fee Offer of proposed alternative fees or individual timekeeper rates for Dana-Farber through CounselLink for review and approval by the OGC. Fees or rates billed that exceed what has been approved by the OGC will be reduced to the approved rate.

C. Prompt Pay Discounts

For law firms and vendors seeking accelerated payments, Dana-Farber encourages enrollment in its prompt pay discount program through CounselLink. Dana-Farber's prompt pay discount is an additional 3% discount taken by Dana-Farber for reviewing and approving an invoice quickly and paying an invoice within 30 days from the date the invoice was received in CounselLink. Dana-Farber's standard invoice payment cycle is 45 days of receipt of the invoice.

For law firms and vendors enrolled in the prompt pay discount program, the Prompt pay discounts will automatically be taken from the total invoice amount of the invoice and are in addition to any other volume or other discount negotiated between Dana-Farber and a law firm or vendor. All volume or other discounts must be calculated and included on the invoice.

D. Volume Discounts

Dana-Farber encourages outside counsel to provide a volume discount based on Dana-Farber's total spend. The volume discount should be reflected on all bills and entered into Dana-Farber's e-billing solution in such a manner that CounselLink may track the discount.

E. Expenses and Disbursements

Outside counsel and vendors should take reasonable steps to minimize the costs and disbursements charged to Dana-Farber. Email should be used whenever possible and every reasonable effort should be made to avoid unnecessary use of express mail and delivery services, except when necessary for document filing or execution, or if requested by Dana-Farber.

Dana-Farber will not reimburse outside counsel or vendors for routine expenses, including the following clerical tasks, administrative tasks, or overhead expenses:

Clerical tasks:

- Calendaring/docketing
- Word processing
- Data processing
- Faxing documents
- Mailing documents
- Preparing transmittal letters
- Photocopying documents or files
- Organizing documents or files
- Updating documents or files
- Labeling
- Printing documents
- Collating or Bates stamping documents
- Document indexing
- Scanning or coding documents
- Binding documents
- Filing, serving or hand-delivering documents
- Other general clerical tasks

Administrative tasks:

- Preparation of timesheets and invoices
- Preparation of the budget, work plan or staffing proposal
- Drafting and negotiating an engagement letter
- Drafting and responding to audit letters
- Opening/closing files
- All tasks related to conflicts checking
- Receiving and processing mail/faxes/email
- Scheduling appointments, events, depositions, conferences, deliveries, or travel

- Interacting with vendors and vendor invoice processing (calls, processing invoices etc.)
- Secretarial billings
- Database administration including maintenance, data loading, data conversion etc.
- Internal messengers
- Attendance at seminars, continuing legal education or conferences
- Other general administrative tasks

Law Firm Overhead Expenses:

- Photocopies or color copies
- Electronic research (e.g., LexisNexis, Westlaw, CourtLink, Pacer or other similar research platforms)
- Overtime expenses including overtime hours, meals, and transportation
- Training of attorneys, summer associates or law clerks
- Temporary staff charges
- IT professional
- Librarians
- Office rent/utilities
- Office supplies
- First class postage
- Interest on unpaid invoices
- Currency Conversion fees
- Bank fees
- In-house accounting fees
- Internet service fees
- Local or long-distance telephone calls
- Mobile telephone charges
- Facsimile charges
- Law firm conference rooms
- Virtual meeting charges
- Temporary office space
- Equipment rental
- Storage charges
- Printing
- Case management or litigation software or systems
- Computer hardware and software
- IT charges/database administration including database maintenance
- Costs of computer support or IT professionals
- Temporary word processing or clerical staff (regular and overtime charges)
- Internal messengers and couriers
- Subscriptions, books, periodicals, publications
- Professional association fees
- Group outings or hospitality

- Client entertainment
- Alcoholic beverages
- Business meals or refreshments during a workday (unless associated with travel, trials, meetings, or depositions)
- Local mileage – 50 miles or less

The following charges may be billed, without markup, and only with the prior approval of the OGC:

- Time spent by more than one attorney covering a meeting, hearing, deposition, or other event;
- Legal research regarding an issue in excess of 2 hours during the life of a matter;
- Document production; and
- Costs of special counsel engaged to assist in the matter.

All vendor discounts must be passed through to Dana-Farber. If your law firm receives a discount or rebate from a vendor based on your aggregate level of business with that vendor, Dana-Farber expects such discount to be disclosed and to receive the benefit on a proportionate basis.

F. Travel

Alternatives to travel such as conference calls or videoconferences are strongly encouraged and should be used by outside counsel whenever practicable. If travel is required, it must be approved by the lead Dana-Farber attorney in advance. Where such consent has been granted, Dana-Farber will pay reasonable costs for travel and lodging as outlined below.

1. Air Travel.

All charges for air travel must be at economy or coach rates. Dana-Farber will not reimburse law firms or vendors for business or first-class air travel. Airline reservations should be made as far in advance as possible to take advantage of early purchase discounts. Airfare for calendared court appearances, mediations, or other scheduled meetings, should be booked at least 14 days in advance. Failure to book air travel sufficiently in advance to take advantage of readily available lower fares may result in reduction of the reimbursement.

2. Hotel.

Dana-Farber will pay for hotels on a per diem basis using the per diem rates set by the General Services Administration. Current per diem rates are available at the following intranet site: [Per Diem Rates | GSA](#).

3. Meals.

Dana-Farber will pay for meals on a per diem basis using the per diem rates set by the General Services Administration. Current per diem rates are available at the following intranet site: [Per Diem Rates | GSA](#). Dana-Farber will not reimburse law firms or vendors for alcoholic beverages.

4. Ground Transportation.

Dana-Farber will pay for rental cars up to \$50 per day. No car larger than a mid-size should be rented, unless there are three or more passengers or a larger vehicle is necessary to transport

equipment, files, etc. Dana-Farber will pay for taxicabs or rideshare businesses (e.g., Uber or Lyft) and the customary 20% tip. Dana-Farber will not pay for ground transportation by limousine or executive car service.

5. Exceptions.

In certain cities, exceptions to the reimbursable limits are allowable with prior written consent from the OGC.

6. Miscellaneous.

Dana-Farber will not pay for hotel early check in or late check out charges, mini-bar charges, personal telephone calls, movie rentals, dry cleaning, laundry, valet services or similar personal items.

7. Receipts.

Documentation is required for any single expenditure. Actual receipts (or facsimiles thereof), e.g., the airline ticket stub showing class and fare, as opposed to an expense report or travel agent summary, must be provided. All travel receipts should be organized and submitted by timekeeper's name in chronological order.

8. Timekeeper Billing During Travel.

We will pay only for time spent working on Dana-Farber matters during travel with customary itemization of the actual work performed. We will not pay for non-working travel time.

XIII. Legal Research

Legal research should be undertaken when necessary to protect Dana-Farber's interests. Dana-Farber will pay for time spent conducting necessary legal research. We would normally expect research projects to be conducted by experienced associates instead of partners. We expect to benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, we will pay only for actual time spent updating or tailoring the same to our needs. Dana-Farber will not pay for research regarding fundamental concepts or local rules, the understanding of which is assumed by your law firm's retention.

XIV. Third-Party Disbursements

Whenever possible, outside counsel should pay all third-party invoices (e.g., expert witnesses, court reporters, etc.) and then submit those charges as disbursements on the law firm's monthly invoice to Dana-Farber as an expense item, with supporting documentation/invoice attached using the 'Document Attachment' feature in CounselLink. Should an exception occur, contact the lead Dana-Farber attorney to discuss handling.

XV. Submission of Invoices

Beginning July 1, 2023, ALL invoices will be submitted to Dana-Farber through CounselLink. Instructions on how to submit invoices to CounselLink are attached hereto as APPENDIX B - Invoice Submission.

A separate invoice must be submitted for each matter for which a law firm or vendor has performed work during a relevant time period.

Block Billing will not be accepted. Please refer to APPENDIX B - Invoice Submission for a discussion of Block Billing and how to properly format your charge entries.

Each invoice will include the following minimum requirements:

- Unique invoice number not to exceed 64 characters
- Invoice date
- Matter name
- Dana-Farber's matter number
- Date services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided, or task performed for each specific task. 'Block billed' descriptions (grouping multiple activities under a single time charge) is prohibited. The description should clearly state the nature of the task performed sufficient to allow the Dana-Farber reviewer to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples include, but are not limited to: 'as analysis,' 'conference,' 'attention to matter;' 'worked on discovery,' 'work on file,' 'prepare for meeting', 'miscellaneous', 'other', etc.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost
- UTBMS Task and Expense Code are required for each time entry

XVI. Acceptable Currencies

Dana-Farber will only pay invoices in USD currency. Law firms and vendors should use the current exchange rate for the date that the invoice was submitted to DFCI via CounselLink. Any invoice using non-authorized currencies will not be accepted by DFCI.

XVII. Time Frames for Billing

Unless otherwise approved, invoices should be submitted monthly, the month following the date in which the service is provided, or cost incurred. Dana-Farber will not pay for fees or expenses that are not billed on a timely basis and that are greater than 90 days old at the time of the invoice submission. At its discretion, Dana-Farber reserves the right to reject invoices that are submitted late, and in no circumstances will Dana-Farber pay invoices from the previous year for services that were performed more than six months prior.

Invoices should be rendered monthly, no later than 10 days after the end of the month in which the services were rendered. Because Dana-Farber's fiscal year closes on September 30, it is important that outside counsel submit invoices for services rendered through August 30 no later than

September 20, and an invoice for services rendered through September 30 as soon as possible, and no later than the close of the third business day in October. We generally cannot pay for services furnished during a prior fiscal year if we do not receive bills or estimates in accordance with this schedule.

XVIII. UTBMS Codes

All invoices submitted to Dana-Farber must include task and expenses codes according to the Uniform Task Based Management System (“UTBMS”).

XIX. Communications

In the vast majority of matters, outside counsel shall communicate only with the OGC. Other Dana-Farber employees may communicate with outside counsel only where the OGC has specifically granted authorization for outside counsel to communicate with the employee. Generally, outside counsel shall request permission from the OGC before it contacts a Dana-Farber employee. Where outside counsel has an established working relationship with a Dana-Farber employee or department, outside counsel may communicate directly with those employees, so long as the OGC is made aware and kept apprised of the communications. If a Dana-Farber employee reaches out to your law firm regarding a legal matter and an OGC attorney is not involved in the communication, please reach out to the OGC before responding to the Dana-Farber employee.

Dana-Farber generally does not retain outside counsel to communicate with third parties on its behalf. Dana-Farber has its own employees dedicated to communicating with the press or government. Unless specifically agreed upon with the OGC, outside counsel is not authorized to speak on behalf of Dana-Farber, except when expressly contemplated by the nature of the retention (e.g., litigation, investigations by government agencies, etc.).

XX. Confidentiality and Security

We expect outside counsel to follow all statutory, regulatory, and ethical rules regarding confidentiality. Dana-Farber may provide outside counsel with copies of confidential and proprietary information relevant to the work outside counsel is performing on Dana Farber’s behalf. None of these documents or materials should be used by outside counsel directly or indirectly of any purpose other than in connection with their representation of Dana-Farber. Outside counsel shall maintain reasonably necessary and appropriate safeguards to protect all confidential information of Dana-Farber. Dana-Farber will also require outside counsel to execute a Business Associate Agreement for any engagements that involve access to or the use of patient data or other Protected Health Information.

XXI. Withdrawing from Representation

If outside counsel must withdraw from representation for an appropriate reason, the OGC expects that all lawyers will abide by Rule 1.16 of the Massachusetts Rules of Professional Conduct, as well as applicable tribunal rules. If those rules permit outside counsel to withdraw from representation, the OGC expects counsel will take reasonable steps to avoid foreseeable prejudice to the client without charge to Dana-Farber. Those steps will include:

- Providing appropriate notice of the intent to withdraw and the reasons for that decision as soon as the decision is contemplated;
- Providing a detailed transition plan and cooperating in every respect to transition work seamlessly to successor counsel;
- Allowing a reasonable time for successor counsel to be chosen and acquainted with the assignment;
- Delivering to the OGC all relevant documents and property (significant documents should be delivered both in hard copy and electronically whenever possible); and
- Cooperating with successor counsel to acquaint the new counsel with the assignment and the work performed to date.

XXII. Corporate Responsibility

Dana-Farber is committed to pursuing environmental and green initiatives. Dana-Farber requests that, whenever practicable and reasonable, its law firms and vendors consider the environment before printing documents, use electronic means for the transmission/filing of documentation, and use technology in lieu of travel in making appearances.

XXIII. Records Retention

Upon completion of an assignment for Dana-Farber, all original records or documents must be returned to Dana-Farber. All other documents or other information gathered through the course of the assignment may not be destroyed except with written permission of the lead Dana-Farber attorney. If notified by Dana-Farber that any information in your law firm's possession is subject to a Litigation Hold, all relevant information should be preserved unless otherwise directed by a member of the OGC.

XXIV. Media Contact

All inquiries from the media regarding any of Dana-Farber's legal or business matters will be handled by Dana-Farber personnel. If outside counsel is contacted by the media, inquiries must be directed to Jennifer Willcox, Senior Vice President, General Counsel and Chief Governance Officer for Dana-Farber. You should also notify the lead Dana-Farber attorney responsible for the matter. Outside counsel is not at liberty to speak to the media regarding any Dana-Farber matters without the express approval of the OGC.

XXV. Use of Dana-Farber's Name (including any subsidiaries)

Your law firm is not authorized to use the Dana-Farber's name or the name of any of its subsidiaries in any law firm marketing materials, websites, presentations unless written approval has been received from the OGC. In addition, discussion of any Dana-Farber legal matters during presentations, round tables or seminars is strictly prohibited. Notwithstanding the foregoing, law firms may utilize non-promotional, case summaries of a published Dana-Farber opinion or order if presented as a factual summary analogously to other cases for with the law firm reports externally or keeps clients informed of current developments.

XXVI. Deviation From These Guidelines

To the extent the terms of these Guidelines conflict with a law firm’s engagement letter, these Guidelines control. We understand that in rare instances you may request an exception from one or more of the provisions of these Guidelines. Such requests will be considered on a case-by-case basis.

XXVII. Conclusion

These Guidelines are intended to establish rules to ensure that Dana-Farber will receive the highest quality legal services at an appropriate cost. In order to accomplish that objective, the OGC wants to create mutually beneficial relationships with its outside lawyers based on the Guidelines. We appreciate your cooperation in establishing that relationship and in achieving those goals.

Rev. June 2023

APPENDIX A - INTELLECTUAL PROPERTY MATTERS

The following guidelines are in addition to Dana-Farber's Outside Counsel Guidelines and apply to all outside counsel retained by Dana-Farber to advise the Institute on and/or represent the Institute in Intellectual Property (“IP”) matters. Any questions about these guidelines should be directed to members of the Dana-Farber IP Program.

I. About the Dana-Farber IP Program

The Dana-Farber IP Program is a team of IP attorneys, patent agents, technology specialists, paralegals, and administrative professionals within the Office of General Counsel (the “OGC”), the Institute’s full-service legal department. Members of the Dana-Farber IP Program are responsible for providing IP counseling, strategic analysis, and portfolio management services to the Institute. We advise internal clients regarding patents, trademarks, copyrights, publicity rights, trade secrets, and protectable know how in the contexts of freedom-to-operate, prosecution, licensing, and enforcement.

Among other internal clients, the Dana-Farber IP Program works closely with the Belfer Office for Dana-Farber Innovations (the “Innovation Office”), the Institute’s business development and technology transfer department. Given the size and complexity of Dana-Farber’s IP portfolio, outside counsel may be asked to communicate with contacts in the Innovation Office; however, only the OGC and the Dana-Farber IP Program are authorized to retain legal counsel on behalf of the Institute.

II. Engagement Expectations

The Dana-Farber IP Program engages and retains outside counsel for IP matters based on a number of factors, including individual qualifications, cost-effectiveness, diversity, and availability.

Outside counsel is expected to evaluate and monitor any potential party-based and subject-matter-based conflicts of interest for each matter.

Unless waived by the Dana-Farber IP Program, outside counsel will provide time and cost estimates as appropriate for each matter. If the Dana-Farber IP Program finds the time and cost estimates acceptable, outside counsel will commence work as soon as possible and assume responsibility for tracking and meeting any deadlines. If OC finds that the expected time or cost estimates will change substantially (*e.g.*, after reviewing a Disclosure Record, discussing a Disclosure Record with participants, or analyzing references relevant to a Disclosure Record), outside counsel will notify the Dana-Farber IP Program immediately and request further guidance.

As a general matter, outside counsel’s primary responsibility is to ensure that Dana-Farber does not lose rights in any Dana-Farber IP assets. Absent explicit written instructions to the contrary from the Dana-Farber IP Program (despite outside counsel’s best efforts to obtain such instructions), outside counsel is authorized and expected to take whatever steps are necessary to prevent an irreversible loss of IP rights. outside counsel will not rely upon any oral statement or any lack of response by the Dana-Farber IP Program or any other Dana-Farber personnel as the basis for any action that would result in any loss of IP rights.

III. Applicant Name, Address, and Entity Status

Outside counsel will ensure that all patent and trademark applications are filed with “Dana-Farber Cancer Institute, Inc.” named as Applicant unless other considerations prevail.

The address of record for all official documents filed on behalf of the Institute is:

<p style="text-align: center;">Dana-Farber Cancer Institute, Inc. 450 Brookline Ave. Boston, MA 02215-5450</p>

Dana-Farber qualifies for small-entity status in before the United States Patent and Trademark Office (“USPTO”) unless an interest in the rights has been assigned, licensed, or otherwise conveyed to a non-qualifying entity. Outside counsel will confirm the entity status for each application with a member of the Dana-Farber IP Program prior to payment of the initial filing fees, the issue fee, and any maintenance fees.

Outside counsel will not pay fees at the small entity rate at the Canadian Intellectual Property Office or the Japan Patent Office regardless of whether Dana-Farber appears to qualify.

IV. Communications with Dana-Farber

Outside counsel is expected to keep the Dana-Farber IP Program well-informed regarding all significant developments in an IP matter. Except for original hard copies of official documents, correspondence will be by electronic mail (“email”). For urgent actions/requests (*i.e.*, due dates within fewer than ten business days), outside counsel is expected to follow up email correspondence with telephone correspondence to members of the Dana-Farber IP Program.

Outside counsel will send all actions/requests and notices via separate emails for ease of docketing and filing. Outside counsel should refer to **EXHIBIT I** for the recipients and timing of correspondence expected by the Dana-Farber IP Program and **EXHIBIT II** for the recipient email addresses.

If an IP Record is co-owned by or licensed to one or more third parties, the Dana-Farber IP Program will advise outside counsel and provide instructions for copying the third party(ies) on specified correspondence.

The Dana-Farber IP Program assigns a unique identifier to each IP Record (an “**IP Reference Number**”). Outside counsel will include the assigned IP Reference Number in any correspondence with the Dana-Farber IP Program related to an IP Record. The IP Reference Number is part of the auto-association tag requested in the subject line of email correspondence as described further herein. If an IP Reference Number has not been assigned, outside counsel will reference the Case Number provided at the time of the conflict check request in its request for the IP Reference Number.

A. Auto-Association Tags and Email Subject Lines

The Dana-Farber IP Program’s Minuet™ software interfaces with Microsoft® Outlook® software to organize email correspondence related to IP matters using auto-association tags. Outside counsel will include the auto-association tag for an IP Record in the subject line of any email correspondence with the Dana-Farber IP Program related to the IP Record. The **auto-association tag** for an IP Record is

[DFCI_####.L##LL]

wherein DFCI is followed by an underscore symbol and the appropriate IP Reference Number in square brackets.

Preferably, the auto-association tag is listed first in the email subject line, followed by:

- **“ACTION REQUIRED” or “No Action Required”**
- **Due Date** (if applicable)
- **Type of Action/Request, Notice, or Attachment** (e.g., Draft Application for Review, Document for Execution, Application as Filed, Office Action, Proposed Response, Inventorship Determination, Invoice, etc.).
- **Serial Number** (if assigned)
- **OC Docket Number**
- **Co-Applicant Reference Number(s)**
- **“Confidential” and “Privileged”** (as applicable)

Examples of acceptable email subject lines include the following:

[DFCI_1556.P01US] - No Action Required - Inventorship Determination - US 61/742,137; DFS11260; CMCC 2458; HU 4225 - Confidential & Privileged

[DFCI_1556.N01EP] - ACTION REQUIRED by 12/01/17 - Proposed Response - EP 13826362.9; DFS11280; CMCC 2458; HU 4225 - Confidential & Privileged

[DFCI_1556.N01US] - No Action Required - Response as Filed – US 14/418,548; DFS112.01; CMCC 2458; HU 4225 - Confidential & Privileged

B. Email Substance and Attachments

Outside counsel will include the substance of any correspondence in the body of the email message. Reporting letter attachments are strongly discouraged. Links to large file transfers should be accompanied by a description of the file(s) and list of recipients. Copies of the currently pending claims should be attached when reporting official patent correspondence.

Outside counsel will provide draft, final, and official documents as follows:

- **Draft Applications and Substantive Responses** in Microsoft® Word® format for tracking changes;
- **Applications as Filed** in both Microsoft® Word® format and searchable Portable Document Format (“PDF”) format, including editable versions of any figures; and
- **Issued/Granted/Registered IP Record Documents** in searchable PDF format (OC should not order additional hard copies but, unless otherwise stipulated, will mail any original hard copies to the Dana-Farber IP Program).

Outside counsel is encouraged to use the following header format in the body of email messages:

Serial Number (if assigned)
Filing Date (if applicable)
Title
Participant(s)/Inventor(s)
OC Docket Number
Applicant Reference Number(s) (including any third-party reference numbers and the Dana-Farber IP Reference Number)

C. Due Dates and Extensions of Time

The Dana-Farber IP Program expects to receive a proposed strategy and/or draft for responding to an official action/request **at least four (4) weeks in advance of the initial due date**. In no case will outside counsel wait until fewer than ten (10) business days prior to a due date to contact the Dana-Farber IP Program with a request or recommendation.

Dana-Farber will not reimburse outside counsel for an extension of time unless outside counsel could not send a request or draft according to these timelines for reasons outside its control and the Dana-Farber IP Program agreed in writing that an extension was warranted.

D. Status Reports

On a monthly basis, at no cost to Dana-Farber, outside counsel will provide a status report of all matters it manages, including the following for each matter:

- IP Reference Number
- OC Docket Number
- Serial Number (if assigned)
- Filing Date (if applicable)
- Title
- Participant(s)/Inventor(s)
- Territory
- Issue/Grant/Reg. No. (if applicable)
- Issue/Grant/Reg. Date (if applicable)
- Status (*e.g.*, Pending, Abandoned, Allowed, Issued/Granted/Registered, expired)

- Next Activity
- Next Activity Due Date

V. IP Reference Numbers

In 2021, the Dana-Farber IP Program assigned new IP Reference Numbers to all historical IP Records and provided outside counsel with a spreadsheet cross-walking the prior reference numbers to the new IP Reference Numbers. For each new IP Record, the Dana-Farber IP Program will provide outside counsel with the assigned IP Reference Number with the filing instructions. Please contact a member of the Dana-Farber IP Program if you need or want to confirm an IP Reference Number for an IP Record.

The format of the IP Reference Number is

(Case Number).(Type Code)(Filing Number)(Territory)

wherein:

- **Case Number** is a four-digit number generated by Dana-Farber and assigned to each Disclosure Record;
- **Type Code** is a one-letter code selected by Dana-Farber to indicate the type of IP Record (see Table 1 in **EXHIBIT III**);
- **Filing Number** is a two-digit number further distinguishing multiple IP Records associated with a type of IP Record in a territory; and
- **Territory Code** is a two-letter code based on ISO 3166 (alpha-2) indicating the territory of the IP Record.

In some instances, an IP Reference Number may include more than one Type Code and Filing Number.

Examples of IP Reference Numbers are provided in Table 2 in **EXHIBIT III**.

VI. Allowable Expenses and Invoice Requirements

In addition to Section XII of Dana-Farber’s Outside Counsel Guidelines, Dana-Farber will not reimburse outside counselor vendors for routine law firm expenses, include the following:

- Docketing of IP prosecution matters and related tasks;
- Routine correspondence from or status inquiries to an IP agency;
- Fixed fees for other overhead costs (in addition to timekeeper fees) associated with IP prosecution; and
- Time spent on training.

Unless the Dana-Farber IP Program provides prior written approval and/or exceptional circumstances further described herein prevail, Dana-Farber will not pay any hourly or flat fees associated with or otherwise reimburse outside counsel for the following:

- Prior art searches;
- Private PAIR access;
- Adding or correcting Government Support Clauses;
- Extensions of time and avoidable surcharges; and
- Patent renewal and maintenance fees.

Where the Dana-Farber IP Program has provided written instructions to abandon an IP asset and to avoid incurring any additional charges, Dana-Farber is not responsible for any charges incurred thereafter (including hourly or flat timekeeper fees, IP agency fees, agent fees, and other disbursements) unless outside counsel has obtained prior written approval for such charges from the Dana-Farber IP Program.

If a licensee is directly responsible for IP expenses pursuant to a separate agreement, outside counsel must inform the Dana-Farber IP Program within 90 days of the licensee's delinquency on payment. Otherwise, Dana-Farber will not be responsible for those expenses.

VII. Joint Representation and Potential Conflicts of Interest

The Dana-Farber IP Program may ask outside counsel to represent Dana-Farber in connection with an IP asset co-owned with and/or licensed by a third party pursuant to a separate agreement (*e.g.*, a collaboration or license agreement), such as prosecuting an IP application before an IP agency on behalf of both Dana-Farber and the third party. Outside counsel may enter into an engagement with the third party on a limited basis in connection with the IP application. For outside counsel's representation of Dana-Farber in the application, the terms of its existing engagement and compensation arrangement apply, with the additional consideration that outside counsel's obligation may be to represent the interests of both parties in the application. Outside counsel will provide copies of IP prosecution papers to both Dana-Farber and the third party, seek instructions and input from both Dana-Farber and the third party, and prosecute the application based on those instructions and input to the extent they are consistent between the parties. Should an actual conflict of interest develop between Dana-Farber and the third party that prevents outside counsel from continuing to represent both parties in the application, outside counsel will continue to represent only Dana-Farber in the application.

Should a Workforce Member request IP prosecution or strategy advice from outside counsel, in the absence of involvement from the Dana-Farber IP Program, outside counsel will redirect the Workforce Member to the Dana-Farber IP Program. A Workforce Member means an individual who is hired, appointed, designated, selected, or otherwise associated with the Institute, including an employee, trainee, volunteer, student, visiting scientist, and/or consultant, whether compensated or not, who is involved in any activities supported in whole or in part by funds, personnel, facilities, materials, or other resources of the Institute.

Should a Workforce Member or a co-owner or licensee of a Dana-Farber IP asset wish to hire outside counsel for its own IP prosecution or strategy advice, in the absence of an express waiver from the Dana-Farber IP Program, outside counsel will decline the representation.

Outside counsel is expected to evaluate and monitor any potential party-based conflicts of interest (*i.e.*, the representation will be directly adverse to another client or there is a significant risk that the representation will be materially limited by responsibilities to another client, former client, or third party by personal interest) and subject-matter-based conflicts of interest (*i.e.*, there is risk that the representation will be materially limited based on the overlap of confidential or proprietary information or patent claims). A conflict of interest may exist even if no unethical or improper act results. A conflict of interest will be imputed to an entire law firm unless a disqualified lawyer is screened, outside counsel informs the Dana-Farber IP Program in writing, and the Dana-Farber IP Program provides an express waiver of the conflict in writing.

The Dana-Farber IP Program has sole discretion to grant a waiver of a conflict of interest for outside counsel to represent Dana-Farber in IP matters and may do so only if the representation is not prohibited by law and there is a reasonable belief that outside counsel will be able to provide competent and diligent representation to each affected client.

VIII. Patent Procurement Matters

Outside counsel engaged to prepare and/or prosecute a patent application should be familiar with the following expectations of the Dana-Farber IP Program.

A. Prior Art Searching, Duty of Disclosure, and Relevant Documents

The Dana-Farber IP Program is responsible for performing prior art searches and will disclose to outside counsel any relevant information. If material to patentability, outside counsel will submit the information to the USPTO in an Information Disclosure Statement in accordance with the duty of disclosure. Dana-Farber will not reimburse OC for prior art searches unless outside counsel has obtained prior written approval from the Dana-Farber IP Program.

If outside counsel needs a copy of a relevant document (*e.g.*, a publication), outside counsel will consult with the Dana-Farber IP Program in advance and, if necessary, obtain a copy of the document from a third-party source. If outside counsel obtains a copy of a relevant document on behalf of Dana-Farber, outside counsel will make sure that the copy of the document is legitimate and that outside counsel has complied with all third-party rights, including copyrights, in obtaining the document. Outside counsel should provide copies of any documents thus obtained to the Dana-Farber IP Program prior to invoicing Dana-Farber for reimbursement of any payments to third-party sources.

B. Private Patent Application Information Retrieval (PAIR) Access

Outside counsel is expected to be pre-registered with the USPTO as a trusted filer. Outside counsel will take all necessary steps to provide the Dana-Farber IP Program with Private PAIR access to real-time status information, documents, and transaction history for Dana-Farber's pending applications via a joint customer number. The Dana-Farber IP Program will provide outside

counsel with the registration numbers of its USPTO-registered patent attorneys and agents to associate with the joint customer number. Dana-Farber will not pay any hourly or flat fees to or otherwise reimburse outside counsel for any costs associated with setting up or maintaining Private PAIR access unless OC has obtained prior written approval from the Dana-Farber IP Program.

C. Government Support Clauses

Outside counsel will query whether research leading to patent claims was supported in whole or in part with federal government funds, as identified either by Dana-Farber or through OC's review. OC is expected to ensure that any associated patent applications include a Government Support Clause ("GSC") that meets the minimum requirements for such statements. The following GSC language (found at 37 C.F.R. §401.14(f)(4)) must be used exactly:

This invention was made with government support under grant number [#####] awarded by [Federal Agency]. The government has certain rights in the invention.

Dana-Farber will not pay any hourly or flat fees to or reimburse outside counsel for adding a missing GSC or correcting an erroneous GSC unless the federal funding support was not properly communicated to outside counsel prior to filing and the Dana-Farber IP Program agrees in writing that an addition or correction is warranted.

D. Direct Investigator Contact

Dana-Farber encourages interaction with its investigators to best understand the technology, facilitate application drafting as well as prosecution, and obtain a thorough inventorship analysis. However, please ensure that the investigator feedback is incorporated in compliance with DFCI Best Practices. For example, please only share pdf copies of draft documents with investigators for their feedback, ensure that all copies with comments are deleted by the investigator, and do not include feedback that does not comply with DFCI Best Practices.

E. Inventorship and Applicant Determinations

Outside counsel will query each Participant, identified either by Dana-Farber or through OC's review, regarding the nature of all contributions to the subject matter of claims proposed or presented in a patent application. Outside counsel is expected to analyze inventorship under U.S. patent law based on the facts to the best of its knowledge at the time.

Using the template in **EXHIBIT IV**, outside counsel will provide an inventorship determination to the Dana-Farber IP Program at the time of filing, except for an emergency filing, which is defined as a provisional application filing with a deadline within 30 days or less of a conflict check request. Where an application is an emergency filing, outside counsel will provide an inventorship determination **no later than two (2) months after a provisional application filing**. The determination will specify the contributions of all Participants queried and include a claim chart indicating the inventors for each claim with a brief statement specifying their contribution.

Outside counsel will review inventorship of new and/or amended claims and communicate any changes in its original determination **prior to filing related applications or within two (2)**

months of amending any claims.

If outside counsel has any doubt as to the Applicant(s) to be named on a provisional or PCT patent application, consideration should be given to filing the application in the names of the identified inventor(s) to preserve priority in all territories, especially Europe.

F. Standing Instructions for Patent Cooperation Treaty Filings

Outside counsel is expected to prepare Patent Cooperation Treaty (PCT) filings in a manner that minimizes costs while preserving the scope of the subject matter, including the following:

- Order claims to promote searching of preferred embodiments as determined in consultation with the Dana-Farber IP Program;
- Select the European Patent Office as International Search Authority unless instructed otherwise by the Dana-Farber IP Program;
- Recommend whether to pay additional search fees in response to a determination that an application lacks unity of invention but refrain from paying additional search fees unless instructed otherwise by the Dana-Farber IP Program (no reminder necessary); and
- Refrain from filing either an Article 19 amendment or a Chapter II demand for International Preliminary Examination unless instructed otherwise by the Dana-Farber IP Program (no reminder necessary).

G. Standing Instructions for National and Regional Stage Patent Filings

Outside counsel will docket deadlines and request instructions from the Dana-Farber IP Program for entering national/regional phase under the Patent Cooperation Treaty. However, unless instructed otherwise by the Dana-Farber IP Program, outside counsel will not send (or charge Dana-Farber for reminders of deadlines for entering national phase before the Luxembourg Office of Intellectual Property and the United Republic of Tanzania Ministry of Industry and Trade.

Outside counsel is expected to prepare national and regional stage applications in a manner that minimizes costs while preserving the scope of the subject matter. For example, outside counsel will recommend preliminary amendments to:

- Reduce claim fees where substantial, such as before the USPTO and European Patent Office; and
- Preserve the right to file divisional applications by provoking restriction requirements or unity of invention rejections.

Outside counsel will not pay fees at the small entity rate at the Canadian Intellectual Property Office or the Japan Patent Office regardless of whether Dana-Farber appears to qualify.

Outside counsel will docket deadlines and request instructions from the Dana-Farber IP Program for the designation of pending patent applications filed with the China National Intellectual Property Administration and the European Patent Office as well as the registration of patents granted therefrom before the Intellectual Property Department of the Hong Kong Special

Administrative Region. However, unless instructed otherwise by the Dana-Farber IP Program, Outside counsel will not send (or charge Dana-Farber for) reminders of deadlines for filing or extending patent applications or registering granted patents before the following IP agencies:

- Macao Special Administrative Region Intellectual Property Department;
- Nauru Office of the Registrar of Patents, Trade Marks and Copyright;
- Kingdom of Cambodia Department of Intellectual Property;
- Institute for Intellectual Property of Bosnia and Herzegovina; and
- Montenegro Directorate for Internal Market and Competition.

Outside counsel will docket deadlines and request instructions from the Dana-Farber IP Program for validating patents granted by the European Patent Office at national IP agencies. However, unless instructed otherwise by the Dana-Farber IP Program, outside counsel will not send (or charge Dana-Farber for) reminders of deadlines for submitting additional translations of European patent applications to national IP agencies for provisional patent protection.

H. Inventor Declarations and Substitute Statements

The Dana-Farber IP Program has responsibility for preparing, coordinating execution of, and providing outside counsel with executed inventor declarations or substitute statements for future U.S. nonprovisional patent applications claiming priority thereto.

To avoid payment of a surcharge, outside counsel is expected to submit the executed inventor declarations or substitute statements on the same day as any U.S. nonprovisional patent application filings. Dana-Farber will not reimburse outside counsel for any surcharge unless outside counsel was unable to submit a declaration or substitute statement for reasons outside its control and the Dana-Farber IP Program agreed in writing that more time was warranted.

I. Assignments and Recordation of Assignment Documents

As a condition of employment and/or association with Dana-Farber, each Workforce Member assigns to Dana-Farber any and all IP discovered, conceived, originated, invented, developed, or otherwise made, whether or not reduced to writing, drawing, or practice, in whole or in part, either solely or jointly with others, arising from or in the course of employment by or association with Dana-Farber or with the significant use of Dana-Farber funds, personnel, facilities, materials, and/or other resources.

Unless otherwise instructed by the Dana-Farber IP Program, the Dana-Farber IP Program is responsible for preparing, coordinating execution of, and recording all assignments with the USPTO for U.S. provisional patent applications and PCT applications as well as all applications based thereon, for which Dana-Farber is the sole applicant and/or Dana-Farber has the prosecution lead. Outside counsel should contact the Dana-Farber IP Program if additional evidence of a general IP assignment by a Workforce Member is needed to support Dana-Farber's rights as applicant and assignee.

For all applications for which a third party has the prosecution lead, Dana-Farber will be responsible for preparing and coordinating execution of assignments for Dana-Farber Workforce

Members. The third party or its agent will be responsible for recordation.

J. Due Dates, Extensions of Time, and Patent Term Adjustment

The Dana-Farber IP Program expects to receive a proposed strategy and/or draft for responding to an official action/request (including a Restriction Requirement) **at least four (4) weeks in advance of the initial due date**. In no case will outside counsel wait until fewer than ten (10) business days prior to a due date to contact the Dana-Farber IP Program with a request or recommendation.

Dana-Farber will not reimburse outside counsel for an extension of time (EOT) unless outside counsel could not send a request or draft according to these timelines for reasons outside its control and the Dana-Farber IP Program agreed in writing that an extension was warranted.

Outside counsel is expected to prosecute U.S. patent applications in a manner that maximizes Patent Term Adjustment (“PTA”), including the following:

- Reply to Non-final Office Actions by the three-month initial deadline (providing Dana-Farber the opportunity to review and comment on any proposed strategies, drafts, or requests at least ten business days prior to the due date);
- Reply to Final Office Actions by the two-month initial deadline;
- Reply to Restriction Requirements by the two-month initial deadline, *unless* Dana-Farber provides instructions to file by the first month extension; and
- Avoid Terminal Disclaimers whenever possible.

Where it appears advantageous for PTA to file a response to a Restriction Requirement three (3) months after the mailing date, the Dana-Farber IP Program will provide written instructions and will reimburse outside counsel for the one-month EOT fee.

Outside counsel is expected to verify the USPTO’s determination of PTA upon issuance and report any discrepancies in the calculation to the Dana-Farber IP Program with a recommendation regarding whether to file a petition requesting reconsideration of the PTA determination. Outside counsel will verify PTA as soon as feasible and no later than one (1) month after a U.S. patent issues.

K. Patent Term Extension

Outside counsel may be asked to pursue patent term extensions, including, but not limited to, Supplementary Protection Certificates in European countries.

Unless instructed otherwise by the Dana-Farber IP Program, OC will not send (or charge Dana-Farber for) reminders of deadlines for pursuing patent term extensions or reporting patent milestones to regulatory agencies. For example, the Dana-Farber IP Program does not want to receive (and will not approve hourly or flat fees for) reminders of the deadline for listing a granted Canadian patent in Health Canada’s Patent Register or registering a granted Australian patent in the Australian Register of Therapeutic Goods.

L. Renewal and Maintenance Fee Payments

Dana-Farber has contracted with CPI for patent renewal management services.

Outside counsel will not pay patent renewal or maintenance fees directly without the prior written approval of the Dana-Farber IP Program. If outside counsel or its agent pays patent renewal or maintenance fees directly without written instructions, Dana-Farber may not reimburse OC for the payment or may subtract any attempted payment service fee charged by CPI and any hourly or flat fees charged by outside counsel from the reimbursement to outside counsel.

EXHIBIT I

Subject (Expected Timing) - <i>Send All Actions Separately</i>	TO:	CC:
PATENT MATTERS		
<ul style="list-style-type: none"> • Official action/request or notice (within 5 business days of receipt) • New application or response as filed (within 5 business days of filing) • Inventorship determination (within 2 months of filing a new application) • Reminder of routinely docketed deadline (at least 2 months prior to due date when possible) • Document for execution by a Dana-Farber Workforce Member (same as previous) • General question or request for information (same as previous) 	Docketing Mailbox	Assigned IP Manager
<ul style="list-style-type: none"> • Draft application • Recommendation or draft for responding to a substantive official action/request (preferably 4 weeks but no fewer than 10 business days prior to due date) • Request for additional supporting data (preferably 8 weeks but no fewer than 4 weeks prior to due date) • Docket status report (preferably no more than 2 business days in advance) 	Tech Spec Mailbox Docketing Mailbox Assigned IP Manager	
<ul style="list-style-type: none"> • Documentation of Government Support Clause correction (within 5 business days of receipt) 	Docketing Mailbox	Compliance Mailbox
TRADEMARK MATTERS		
<ul style="list-style-type: none"> • Official action/request or notice (within 5 business days of receipt) • New application or response as filed (within 5 business days of filing) • Reminder of routinely docketed deadline (at least 2 months prior to due date when possible) • Document for execution by a Dana-Farber Workforce Member (same as previous) 	Trademark Mailbox	Assigned IP Manager
<ul style="list-style-type: none"> • Recommendation or draft for responding to a substantive official action/request (preferably 4 weeks but no fewer than 10 business days prior to due date) • Request for specimens (preferably 8 weeks but no fewer than 4 weeks prior to due date) 	Assigned IP Manager Trademark Mailbox	
INVOICES		
<ul style="list-style-type: none"> • Invoice-related inquiries 	Operations Director	IP Admin
SCHEDULING		
<ul style="list-style-type: none"> • Scheduling request or invitation to inventorship interview 	IP Admin	

EXHIBIT II

Recipient Email Addresses

Recipient	Email Address
Chief IP Counsel	StevenP_Caltrider@DFCI.HARVARD.EDU
Docketing Mailbox	IP_Docketing@dfci.harvard.edu
Tech Spec Mailbox	PatentTechnologySpecialists@dfci.harvard.edu
Licensing Team Mailbox	LicensingTeam1@dfci.harvard.edu, LicensingTeam2@dfci.harvard.edu, or LicensingTeam4@dfci.harvard.edu
Compliance Mailbox	Innovation_Compliance@dfci.harvard.edu
IP Managers	Kristine_Cheloha@dfci.harvard.edu Anshul_Mehra@dfci.harvard.edu ElizabethA_Dingess-Hammond@dfci.harvard.edu Kim_Jordahl@dfci.harvard.edu or LaurenE_Mitchell@dfci.harvard.edu
IP Admin	Anaivy_Rosado@dfci.harvard.edu
Legal Operations Director	ChristinaM_Bucker@dfci.harvard.edu
Trademark Mailbox	DFCI_Trademarks@dfci.harvard.edu

EXHIBIT III

Table 1. Type Code Examples for IP Reference Numbers

Type Code	Description
P	Provisional Patent Application
W	International Patent Application
N	Nonprovisional or National Stage Patent (Application)
D	Divisional Patent (Application)
C	Continuation Patent (Application)
X	Continuation-in-Part Patent (Application)
B	Reissue Patent (Application)
H	Hong Kong Patent (Application) Registration
E	Patent Regulatory Extension (Application)
T	Plant Patent (Application)
Z	Design Patent (Application)
M	Trademark or Service Mark Registration (Application)
O	Opposition
R	Copyright (Registration)
S	Trade Secret
Y	Publicity Right
A	Contested and Other Matters

Table 2. Examples of Potential IP Reference Numbers for Hypothetical Case Number #####

IP Reference Number	IP Record
#####.P01US	First US Provisional Patent Application
#####.W01WO	First Patent Application Under Patent Cooperation Treaty
#####.N01US	First US Nonprovisional Patent Application
#####.D01US	First US Divisional Patent Application
#####.C01US	First US Continuation Patent Application
#####.X01US	First US Continuation-in-Part Patent Application
#####.N01EP	First EP Patent Application
#####.D01EP	First EP Divisional Patent Application
#####.N01CH	Validation of First EP Patent in Switzerland
#####.D01CH	Validation of First EP Divisional Patent in Switzerland
#####.N01E01CH	Supplementary Protection Certificate for a First Product under First EP Patent Validated in Switzerland
#####.H01EP	Registration of First EP Patent Application with Hong Kong IP Dep't
#####.H01CN	Registration of First CN Patent Application with Hong Kong IP Dep't
#####.M01US	First US Federal Trademark Application
#####.M01WO	First Trademark Application Under Madrid System
#####.M01CN	First CN Trademark Application
#####.R01US	First US Copyright Registration

EXHIBIT IV

To: Assigned IP Manager

Cc: PatentTechnologySpecialists@dfci.harvard.edu; IP_Docketing@dfci.harvard.edu

Subject: [DFCI_#####.L##LL] - No Action Required - Inventorship Determination - *(Serial No.) (Any Third-Party Reference Nos.) (Attorney Docket No.)* - Confidential & Privileged

Body:

Confidential & Privileged

Patent Application No. *(if assigned)*
Filing Date: *(if applicable)*
Title: *(in ALL CAPS)*
Inventor(s) Determined as of this Message: *(complete list, i.e., no "et al.") (Attorney Docket No.) (Any Third-Party Reference Nos.)*
DFCI Ref. No. #####.L##LL

To DFCI Office of General Counsel:

As you know, the critical question in determining inventorship is determining who participated in the conception of the claimed invention. Unless a person participates in the conception of the invention, he or she does not qualify as an inventor. *See In re Hardee*, 223 U.S.P.Q. 1122, 1123 (Comm'r Pat. 1984). A joint inventor must contribute in some significant manner to the conception of the invention, and the significance of a joint inventor's contribution is measured against the dimension of the full invention. *See Fina Oil & Chemical Co. v. Ewen*, 123 F.3d at 1473, 43 U.S.P.Q. 2d at 1941 (Fed. Cir. 1997).

We had discussions with *(list all individuals interviewed)* regarding contributions to the claims pending in the above-referenced patent application as of the date of this message. Based on our discussions, we submit that the following individuals should be named as (co-)inventor(s) at this time: *(list all individuals to be listed as inventors and please provide a brief summary (e.g., one sentence) of each individual's contribution)*.

(If one or more individuals previously listed as an inventor are being removed from the list, please provide a brief summary of why the determination has changed (e.g., claim amendment, new information, change in analysis of contribution(s), etc.)).

Please also find attached a claim chart indicating the inventors for each claim.

APPENDIX B - INVOICE SUBMISSION

Invoice Submissions

To secure prompt and accurate payments to your law firm, invoices in structured data format (LEDES) submitted via the web site www.counselink.net are preferred. When necessary, we will accept invoices, in other formats, including e-mailing a soft copy or mailing a hard copy of your invoice.

Submission of a Structured Data File to CounselLink

- Export the invoice to the LEDES (ASCII) structured data format
- Log into www.counselink.net using your assigned login and password
- Click on the Upload Invoice link on the law firm home page
- Browse to the saved LEDES invoice, select it, and click "Open"
- Complete any other necessary information on the Invoice Submission page and click "Submit File"

Creating an Invoice in CounselLink (U.S. currency only)

- Log into www.counselink.net using the provided login and password
- Click on the Matter Search link on the law firm home page
- Search for the matter on which the invoice is to be submitted
- Select "Create Invoice" from the Action bar dropdown
- Enter information on the "Edit Invoice Screen" if applicable and click on Submit
- Enter fees and expenses from the invoice screen
- Submit invoice

Alternative Forms of Submission

Email: You may create invoices using your preferred output format and email them to the office of CounselLink. You may email documents in the following formats: .pdf, .doc, .txt, and .xls.

Multiple files may be attached to one email, but only one invoice per file. Please include any necessary backup documentation (receipts, etc.) at the end of the invoice file and not as a separate file attachment. There is a 6 MB size limit. Note that you may also upload receipts directly in CounselLink when the emailed invoice has been uploaded to your client.

Please do not use the "return receipt" option in your email program. A verification email will be sent that includes a confirmation number for each invoice attachment. This confirmation number should be retained for tracking purposes.

Invoices should be sent as an attachment to:

counselinkinvoices@lexisnexis.com

Note: The subject line and body of the email are *not* read as this email is not monitored. Invoices that do not meet minimum CounselLink requirements are rejected. An email is sent to the original sender of the invoice as well as individuals in the Accounts Receivable role within the law firm office. The rejection message will contain information on the action needed to correct the issue(s) which is preventing CounselLink submission.

Paper: An original copy of an invoice on white paper. If submitting paper invoices, a separate invoice must be submitted for each matter. When submitting invoices for multiple matters at one time, each invoice must begin on a new sheet of paper and must have a unique numerical identifier. Unique invoice numbers for individual matters may be created by adding a suffix to the invoice number created by your system (e.g., 12345-1, 12345-2, 12345-3, etc.)

Paper invoices should be sent to:

LexisNexis
Attn: CounselLink Invoices
1801 Varsity Drive
Raleigh, NC 27606

Invoice Returns

Invoices and the charges they reflect that in all respects conform to this Policy will be promptly processed for payment. Invoices or charges that do not conform to this Policy may be returned to your law firm, in whole or in part, for correction. Invoices may also be returned for the following reasons:

- Law firm has not acknowledged these guidelines
- Invoice is not in the proper format
- Invoice contains a math error
- Invoice contains block billed charges
- No invoice number
- Duplicate invoice number
- Invoice date is in the future
- Charge date is in the future
- Invoice is an exact duplicate of previous invoice
- No UTMBS code
- Fee charge does not contain date, timekeeper, units, and rate
- Time increments not in tenths of an hour
- Unknown timekeeper
- No approved rate
- Expense charge has no description
- Unknown or incorrect LF Matter ID
- At Client's discretion

Block Billing on Invoices

Invoices should set forth in detail the related professional, the distinct tasks and activities performed by each professional, the time expended in tenths of an hour and fees charged for that work in separate time entries. Additionally, the task description must be sufficiently descriptive in order to identify the facility, location or office involved. Descriptions of blocks, batches of activities or tasks under one charge (i.e., “block-billing”) are unacceptable. Invoices that contain any “block” billing entries will be returned.

For example, an invoice containing the following entry will be returned:

<u>Hours</u>	<u>Description</u>
1.5	Reviewed plaintiff’s interrogatory responses; prepared letter to opposing counsel regarding settlement options; continue drafting motion for summary judgment.

If submitting a LEDES file, or emailing a PDF, an acceptable method to enter the time entry would be:

<u>Hours</u>	<u>Description</u>
1.5	Reviewed plaintiff’s interrogatory responses (.3); prepared letter to opposing counsel regarding settlement options (.4); continue drafting motion for summary judgment (.8).

UTBMS Codes

Tasks and expenses must be coded according to the Uniform Task Based Management System (“UTBMS”).

CounselLink Customer Support

CounselLink technical expertise is available to our outside counsel at no cost.

For technical support, please contact LexisNexis CounselLink's Customer Support Department at 800-600-2282, option 2, then 1. If outside the United States, please contact +1-919-378-2713.

APPENDIX C - DOCUMENT ATTACHMENT

Law firms are able to attach case supporting documents such as pleadings, status reports and third-party invoices electronically to either an invoice or a matter. Outside counsel may be requested to upload specific documents to a matter or invoice. Documents will be permanently attached to the invoice or matter unless removed by the individual who attached them. Only the law firm and Client will be able to view the documents. Most document formats are accepted including PDF files.

PLEASE DO NOT USE DOCUMENT ATTACHMENT TO SUBMIT LAW FIRM INVOICES.

Attaching a document to an Invoice (e.g., expense receipts)

- Log in to <http://www.counsellink.net>
- From the Home page, click on either **Created** or **Scheduled** Invoices (dependent upon the status of your invoice)
- Click on the **CounselLink Invoice Number**
- To add or search for a document, click on the **Documents** link
- To add a document, click on the **Add Document** link
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select “**Yes**” from the **Shared** drop down
- Select “**Public**” from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**

Attaching a document to a Matter (e.g., Initial Report, pleadings, summaries)

- Log in to <http://www.counsellink.net>
- From the Home page, click on **Matter Search**
- Enter the **Matter Search** criteria
- Click on the **Matter ID** or **Matter Title**
- Select **Documents** from the **Action** drop down
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select “**Yes**” from the **Shared** drop down
- Select “**Public**” from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**