

CITY OF CAMBRIDGE

In City Council

March 20, 1972

ORDERED:

That in accordance with provisions of Chapter 44, Section 53A of the General Laws, the City Manager be and hereby is authorized to enter into an agreement with the New England Regional Commission whereby \$21,200 in Commission funds will be transferred to the Cambridge Hospital, Department of Health, Hospital and Welfare, for the operation of a Pediatric Nurse Practitioner Program.

In City Council March 29, 1972  
Adopted by yeas and nays Vote  
Yeas 6 Nays 0 Absent 3

Paul E. Healey  
City Clerk

Order - City Manager authorized to enter into an agreement with N.E. Regional Commission whereby \$21,200 will be transferred to Cambridge Hospital for operation of a Pediatric Nurse Practitioner Program

# City of Cambridge

MASSACHUSETTS

In City Council March 20, 19 72

	YEA	NAY	ABSENT	
Mr. Clinton			✓	
Mr. Danehy			✓	
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Moncreiff			✓	
Mr. Owens	✓			
Mr. Sullivan	✓			
Mr. Vellucci	✓			
Mayor Ackermann	✓			
	6	0	3	

NEW ENGLAND REGIONAL COMMISSION  
55 COURT STREET  
BOSTON, MASSACHUSETTS 02108

January 31, 1972

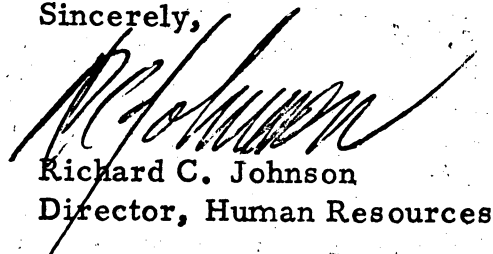
James B. Hartgering, M.D.  
Commissioner  
City of Cambridge  
Department of Health, Hospital  
and Welfare  
1493 Cambridge Street  
Cambridge, Massachusetts 02139

Dear Dr. Hartgering:

There is enclosed for your review a Contract which we propose as the legal instrument transferring \$21,200 in Commission funds to Cambridge Hospital for the operation of a pediatric nurse practitioner program proposed to us by Dr. Philip J. Porter, Chief of Pediatrics.

If you approve of the provisions of this Contract, please sign and date it in the space provided and return it to me at your earliest convenience. Please also execute the Civil Rights and non-relocation forms which are attached.

Sincerely,



Richard C. Johnson  
Director, Human Resources

Enclosure

CONTRACT

between

THE NEW ENGLAND REGIONAL COMMISSION

and

CAMBRIDGE HOSPITAL

# CONTRACT

between

THE NEW ENGLAND REGIONAL COMMISSION

and

CAMBRIDGE HOSPITAL

1. This Contract, consisting of this Part I and the General Terms and Conditions contained in Part II, between the New England Regional Commission, hereinafter referred to as the "Commission", and Cambridge Hospital, hereinafter referred to as the "Contractor", is financed with funds made available to the Commission by the Secretary of Commerce pursuant to Section 505(a)(2) of the Public Works and Economic Development Act of 1965 (P. L. 89-136; 79 Stat. 552), as amended (P. L. 90-103; 89 Stat. 257 and P. L. 91-123; 89 Stat. 213).
2. The purpose of this Contract is to provide the Contractor with sufficient funds to conduct a program designed to demonstrate that the delivery of health services to children of the urban poor can be improved and made less episodic while at the same time costs of such care can be reduced by stationing a pediatric nurse practitioner in the emergency ward. The nurse practitioner so employed shall assist in the care of pediatric patients and refer all appropriate families to the closest neighborhood health center. The activities of the nurse practitioner shall be so directed as to reduce the workload of the emergency ward medical staff, to increase neighborhood awareness of alternative methods of health care that are more readily available and less costly, and to systematize the neighborhood health center referral program.
3. The Contractor understands and agrees that a data base shall also be developed to document the extent to which changes in the current system of emergency ward care is successful and conclusions drawn as to the reasons for the success or failure of the program. The Contractor shall, therefore, employ a pediatric nurse practitioner and a statistician to carry out the purposes of this Contract.
4. The Contractor understands and agrees that any changes it desires to make in the work required to be performed under paragraphs 2 and 3 above shall be by written Amendment to the Contract.
5. In consideration of the Contractor's satisfactory performance of the work

required under this Contract, the Commission shall pay to the Contractor the total fixed sum of \$21,200, such sum to be expended in accordance with the budget which is Attachment A to this Contract and which is incorporated herein by reference. Any changes in this budget shall be made only with the written approval of the Contract Manager. Within 30 days of the execution of this Contract, \$11,200 shall be paid to the Contractor. The balance of \$10,000 shall be paid in two equal installments of \$5,000 each, the first such payment to be paid within six months of the execution of this Contract, and the second and final payment shall be made at the end of the eleventh month following the execution of this Contract.

6. The Contractor understands and agrees that progress reports of activities undertaken in this project shall be submitted every two months during the life of this Contract. It is further agreed that bi-monthly financial reports shall be submitted during the life of this Contract, such financial reports to be submitted on the form which is Attachment B and which is incorporated herein by reference. It is understood and agreed that payment of the second and third installments defined in paragraph 5 above shall be contingent upon receipt of these reports and their approval by the Contract Manager.
7. The Contractor understands and agrees that any funds not obligated by the Contractor before the termination date of this Contract shall be returned to the Commission.
8. The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the Contract Manager and subject to such provisions and conditions as he deems necessary to protect the interests of the Commission. These terms and conditions shall include paragraphs GI through G9 of Part II of this Contract.
9. The New England Regional Commission Contract Manager is:  
Richard C. Johnson, 55 Court Street, Boston, Massachusetts 02108  
telephone 617/223-6045.

IN WITNESS WHEREOF, the parties have executed this Contract effective when the last signatory has signed the Contract and for one year from its date of execution.

Contract between the New England Regional  
Commission and the Cambridge Hospital

3.

NEW ENGLAND REGIONAL COMMISSION

By \_\_\_\_\_  
Chester M. Wiggin, Jr.  
Federal Cochairman

Date \_\_\_\_\_

By \_\_\_\_\_  
Deane C. Davis  
State Cochairman

Date \_\_\_\_\_

CAMBRIDGE HOSPITAL

By \_\_\_\_\_  
James B. Hartgering, M.D.  
Commissioner

Date \_\_\_\_\_

ATTACHMENT A

CAMBRIDGE HOSPITAL

NURSE PRACTITIONER -- EMERGENCY WARD EVALUATION

BUDGET

Nurse-Practitioner	\$ 9,200.00
Statistician	9,000.00
Secretary	<u>3,000.00</u>
Total	\$21,200.00

CONTRACT NUMBER _____	NEW ENGLAND REGIONAL COMMISSION CONTRACTOR FISCAL REPORT	EXECUTION DATE _____
CONTRACTOR _____		REPORT DATE _____

	FUNDS AVAILABLE	OBLIGATIONS	EXPENDITURES	UNOBLIGATED BALANCE
PERSONNEL COMPENSATION				
PERSONNEL BENEFITS				
TRAVEL				
TRANSPORTATION OF THINGS				
RENT, COMMUNICATIONS, UTILITIES				
PRINTING & REPRODUCTION				
OTHER SERVICES				
SUPPLIES & MATERIALS				
EQUIPMENT				
GRANTS				
TOTALS				

PREPARED BY: _____	ACCEPTED BY: _____
TITLE _____	DATE _____

FORM ED-503  
2-14-69U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATIONASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF  
COMMERCE REGULATIONS UNDER TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964

Name of Project

City and State

Project No.

Name of Recipient \_\_\_\_\_ (hereinafter called the "Recipient") hereby warrants, covenants, agrees, assures, and undertakes that as a recipient of Federal financial assistance from the Economic Development Administration, for the project above identified, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the requirements imposed by or pursuant to Regulations, issued for the Department of Commerce and designated as Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations, a copy of which is attached hereto, to the end that no person in the United States shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Recipient receives Federal financial assistance from EDA; and hereby further gives assurance that it will immediately take any measures necessary to effectuate this agreement.

In accord with such assurances, and without limiting the above, the Recipient agrees:

1. That it will not engage in the discrimination prohibited in subparagraph (1), (2), or (3) of Section 8.6(b) of the Department's Regulations as applicable to its program, and in any prohibited act or course of conduct with respect thereto as further described in Section 8.4 of the Department's Regulations.
2. That as to employment practices it will take the actions specified in Section 8.5(b)(2) of the Department's Regulations.
3. That it recognizes its obligation for compliance with Title VI and the Regulations extends not only to its direct activities but also in accord with Section 8.5(b)(4) of said Regulations to assure that, where applicable, the contractors, subcontractors, suppliers, lessees, and other parties directly participating in the Recipient's project will comply with Title VI and the Regulations with respect to such project. To that end, the Recipient agrees; (a) that it will obtain as part of its contractual arrangements with such parties, as a minimum form of assurance, their agreement in writing that such parties, their assignees and successors,

"during and in connection with the associated agreement relating to the Federally assisted program, (i) will comply, to the extent applicable, as contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the ground of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (ii) they will provide the information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (iii) their noncompliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said arrangements may be cancelled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings";

(b) that it will secure the compliance, and assist and cooperate actively with EDA in obtaining and enforcing the compliance, of said contracting parties with the nondiscrimination required by the Act and Regulations and their respective contractual arrangements, and in the event the Recipient becomes involved in litigation with a non-complying party, it may request EDA to enter into such litigation to protect the interests of the United States in the enforcement of these obligations; and (c) it will obtain and furnish to the Assistant Secretary for Economic Development such information as he may require for the supervision or securing of such compliance.

4. That where the Recipient is an institution referred to in Section 8.5(b)(9) of the Department's Regulations, the provisions of that Section will be applicable to the Recipient's program.

5. That where EDA's financial assistance to the Recipient is to provide: (a) real property or structures thereon, the Recipient's assurances shall be in effect for the period during which the real property or structures are used for a purpose for which the assistance is extended or for another purpose involving the provision of similar services or benefits; (b) personal property, the assurances shall be in effect for so long as the recipient retains ownership or possession of the property, but in any event the time shall not be less than the term of the loan and any extensions thereof, and (c) any other type or form of assistance, the assurances shall be in effect for the duration of the period during which the assistance is extended to the program.
6. That any failure by the Recipient to comply with these assurances shall constitute a breach of the agreement under which the Recipient receives financial assistance from EDA, that in such case of breach the Government may refuse to make further disbursements under said agreement, may accelerate the maturity of the Recipient's financial obligations to the Department, and may take any other enforcement or remedial action or remedies provided in the Act and the Department's Regulations or otherwise by law, which action shall be severable and cumulative; and that the enforcement by the Government of one or more rights shall not be prejudicial to its right to obtain judicial relief and/or take any other action available under the Act, Regulations, and Recipient's agreements with the Department.
7. That these assurances shall be binding upon the Recipient, its grantees, assignees, transferees, lessees, and successors in interest.

The Recipient acknowledges that it has received and read the Department's Regulations.

This assurance is made and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
 (Recipient)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (Telephone No.)

By \_\_\_\_\_  
 (Type name)  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Signature)

I, \_\_\_\_\_, as Secretary of \_\_\_\_\_  
 Inc., a corporation organized and existing by virtue of the laws of the State of \_\_\_\_\_;  
 or as \_\_\_\_\_ of the State of \_\_\_\_\_; or as \_\_\_\_\_  
Authorized State Official Authorized Official  
 of the county or municipality of \_\_\_\_\_ in the State of \_\_\_\_\_.

do hereby certify that the foregoing officer who executed this assurance has full authority to bind the Recipient. In witness whereof I set my hand and affix the corporate, state, or municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
 (Secretary or other Official)

(SEAL)

NEW ENGLAND REGIONAL COMMISSION  
CERTIFICATE OF NON-RELOCATION

NOTE: The Public Works and Economic Development Act of 1965, as amended, prohibits the making of grants which will have the effect of assisting an employer in moving jobs from one area to another. An expansion of an existing business to a new location may be assisted if such an expansion will not cause unemployment in other areas where the business conducts operations, or will not enable contractors or subcontractors to undertake contracts or subcontracts heretofore performed elsewhere, the performance of which would result in an increase of unemployment at the previous location of such work. Execution of the following Certificate is necessary for the Federal Cochairman of the New England Regional Commission to determine the eligibility of the proposed project in this regard.

CERTIFICATION

I hereby certify that this project is not undertaken for the purpose of serving an industrial and commercial enterprise which has relocated its operations into the area during the past twenty-four (24) months or for the purpose of assisting, soliciting or otherwise encouraging the relocation of an industrial or commercial enterprise, and that the applicant is not presently negotiating with an industrial or commercial enterprise which intends to relocate or to curtail its operations in another location.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title

For \_\_\_\_\_

Applicant

NOTE: 18 U.S.C. 1001 provides that "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both." June 25, 1948, c. 645, 62 Stat. 749.

5. That where EDA's financial assistance to the Recipient is to provide: (a) real property or structures thereon, the Recipient's assurances shall be in effect for the period during which the real property or structures are used for a purpose for which the assistance is extended or for another purpose involving the provision of similar services or benefits; (b) personal property, the assurances shall be in effect for so long as the recipient retains ownership or possession of the property, but in any event the time shall not be less than the term of the loan and any extensions thereof, and (c) any other type or form of assistance, the assurances shall be in effect for the duration of the period during which the assistance is extended to the program.
6. That any failure by the Recipient to comply with these assurances shall constitute a breach of the agreement under which the Recipient receives financial assistance from EDA, that in such case of breach the Government may refuse to make further disbursements under said agreement, may accelerate the maturity of the Recipient's financial obligations to the Department, and may take any other enforcement or remedial action or remedies provided in the Act and the Department's Regulations or otherwise by law, which action shall be severable and cumulative; and that the enforcement by the Government of one or more rights shall not be prejudicial to its right to obtain judicial relief and/or take any other action available under the Act, Regulations, and Recipient's agreements with the Department.
7. That these assurances shall be binding upon the Recipient, its grantees, assignees, transferees, lessees, and successors in interest.

The Recipient acknowledges that it has received and read the Department's Regulations.

This assurance is made and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in \_\_\_\_\_.

_____	By _____
(Recipient)	(Type name)
_____	_____
(Address)	(Title)
_____	_____
(Telephone No.)	(Signature)

I, \_\_\_\_\_, as Secretary of \_\_\_\_\_, Inc., a corporation organized and existing by virtue of the laws of the State of \_\_\_\_\_; or as \_\_\_\_\_ of the State of \_\_\_\_\_; or as \_\_\_\_\_ of the county or municipality of \_\_\_\_\_ in the State of \_\_\_\_\_.

do hereby certify that the foregoing officer who executed this assurance has full authority to bind the Recipient. In witness whereof I set my hand and affix the corporate, state, or municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(Secretary or other Official)

(SEAL)

PART II

NEW ENGLAND REGIONAL COMMISSION

GENERAL CONTRACT PROVISIONS

- G1 The Contractor shall establish and maintain a separate account for the Contract-supported activity, reflecting all receipts, obligations, and disbursements of funds. In addition, it shall maintain and make available for audit purposes supporting financial records and documentation as evidence of fund expenditures. Such documentation shall be retained until three years after final payment under the Contract, and shall include:
- a. The name of each employee whose salary, in whole or in part, is charged to the Contract-supported activity, together with the total salary paid to such person during the Contract period.
  - b. A copy of all travel vouchers, purchase invoices and contracts charged to the Contract-supported activity.
  - c. An identification of all other costs charged to the Contract-supported activity.
- G2. The Contractor, as an independent Contractor and not as an agent of the Commission, shall provide all necessary qualified personnel, materials, and facilities to carry out the purpose of this Contract.
- G3. The Contractor affirms that this project is not intended to accommodate or assist any business establishment in relocating from one area to another.
- G4. A. Funds paid to the Contractor cannot be expended in the improvement or renovation of space or in the purchase of capital assets including, but not limited to, the following:

1. Real Estate
2. Vehicles
3. Furniture
4. Office machines

B. Also, funds paid under this Contract cannot be expended for expenses such as the following:

1. Repair and maintenance of privately owned vehicles
2. Entertainment

G5. During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contract Manager setting forth the provisions of this non-discrimination clause.
- b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Commission's Contract Manager advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor or pursuant thereto, and shall permit access to his books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Commission Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor shall include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Commission or the Secretary of Labor pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the Commission to enter into such litigation to protect the interests of the Commission.
- h. Further the Contractor shall comply with the Civil Rights Act of 1964, and as a condition to the entitlement to any funds; shall execute a document of assurance as required by the Secretary of Commerce pursuant to regulations issued by the Department of Commerce and designated as Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations, implementing the Civil Rights Act of 1964.

G6. The Contractor shall abide by the following conditions as to copyrights:

- a. The Contractor relinquishes any and all copyrights and/or copyright rights and/or privileges to the materials developed under this Contract, such material being the property of the Federal Government.
- b. In the event any material developed under this Contract is published in whole or in part, the material shall contain notice and be identified by language to the following effect: "This material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with customary crediting of source."
- c. The Contractor shall forward 15 copies of any published materials to the Commission within two months of the date of publication.
- d. The Contractor shall advise the Commission, at the time of delivery of any copyrighted or copyrightable work, of any adversely held copyrighted or copyrightable material incorporated in any such delivered work and of any invasion of the right of privacy therein contained.
- e. In no event shall the Contractor publish any report(s) or other materials, in whole or in part, specifically required to be submitted to the Commission under the terms of this Contract, without the express authority of the Commission.
- f. Except as otherwise authorized in writing by the Commission, the Contractor shall insert in each contract to be performed under this Contract provisions making this clause applicable to a subcontractor or its employees.

G7. With respect to any work financed with funds under this Contract the Contractor agrees to the patent policies contained in Appendix A, Department of Commerce Administrative Order 208-14, dated October 18, 1967, attached hereto and incorporated herein by reference.

G8. The Contractor agrees that the Commission, the Secretary of Commerce, and the Comptroller General of the United States, or their duly authorized representatives, shall until three years after final payment under this Contract have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this Contract.

G9. The Commission may, by written notice to the Contractor, terminate the Contract in whole or in part for the convenience of the Commission whenever the Commission determines that such action is in its interest. If so terminated, the Contractor shall be compensated on an equitable basis for service performed under this Contract.

PATENT RIGHTS CONTRACT CLAUSE (TITLE)A. DEFINITIONS.

As used in this clause, the following terms shall have the meanings set forth below:

1. Subject Invention means any invention or discovery conceived or first actually reduced to practice in the course of or under this contract, and includes any art, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States of America or any foreign country.

2. Subcontract means any contract of the Contractor or lower-tier subcontract under this contract entered into with or for the benefit of the Government where a purpose of the contract or subcontract is the conduct of experimental, developmental, or research work.

3. Governmental purpose means the right of the Government of the United States, any agency thereof, State or domestic municipal government to practice or have practiced, make or have made, use or have used, sell or have sold throughout the world by or on behalf of the Government of the United States, and by or on behalf of any State or domestic municipal government.

4. In the point of practical application means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the Invention is being worked and that its benefits are reasonably accessible to the public.

B. INVENTION DISCLOSURES AND REPORTS.

With respect to Subject Inventions made by the Contractor, the Contractor shall furnish the following to the Contracting Officer:

1. A written disclosure of each Subject Invention within six (6) months after conception or first actual reduction to practice, whichever occurs first under this contract, sufficiently complete as to technical detail to convey a clear understanding of the nature, purpose, operation, and the physical, chemical, or electrical characteristics of the Invention.

2. Information in writing, with the invention disclosure or as soon as it is known to the Contractor, on any past or contemplated public use, sale, or publication of any Subject Inventions.

3. Within one (1) month after all deliverable items have been delivered to and accepted by the Contracting Officer, a final report listing all Subject Inventions, or certifying that no Subject Inventions were made under the contract.

C. EXAMINATION OF RECORDS RELATING TO INVENTIONS.

The Contracting Officer, or his authorized representative shall, until the expiration of three (3) years after final payment under this contract, have the right to examine any books, records, documents, and other supporting data of the Contractor which the Contracting Officer or his authorized representative shall deem pertinent to the discovery or identification of Subject Inventions or to compliance by the Contractor with the requirements of this clause.

D. ALLOCATION OF RIGHTS TO SUBJECT INVENTIONS.

Rights to Subject Inventions are allocated as follows:

1. The Contractor agrees that he shall forfeit, upon request by the General Counsel of the Department of Commerce, any rights which the Contractor may have under the contract to any Subject Invention with respect to which he has failed either to:
  - a. Submit at or prior to the time he files or causes to be filed an application for a patent, or submits the final report required by paragraph B.5. of this clause, whichever is later, a written disclosure; or
  - b. Deliver to the Contracting Officer prior to the issuance of a patent on said Subject Invention an instrument confirmatory of the rights reserved to the Government under this clause when the Contractor, pursuant to paragraph 3. of this section, has been granted greater rights than the license reserved to the Contractor in paragraph 5. of this section; provided, however, that the Contractor will not be required to forfeit these rights if he establishes that the failure to submit the disclosure or deliver the confirmatory instrument was due entirely to conditions beyond his control and without his fault or negligence.
2. The Contractor agrees to and does hereby grant to the Government full right, title, and interest in and to each Subject Invention made by the Contractor, except to any Subject Invention:
  - a. Specifically identified and listed in the contract schedule to which the Contractor has been granted at the time of contracting greater rights than the license reserved to the Contractor in paragraph 5. of this section; or
  - b. To which the Contractor, pursuant to paragraph 3. of this section, has been granted after the Invention has been identified greater rights than the license reserved to the Contractor in paragraph 5. of this section.
3. The Contractor, when disclosing a Subject Invention but not later than three (3) months thereafter, may submit to the Contracting Officer a written request, addressed to the Assistant Secretary for Science and Technology, for greater rights than the license reserved to the Contractor in paragraph 5. of this section. Such a request should set forth information and facts tending to show that:

October 18, 1967

- a. The Subject Invention, or any specified use thereof, is not the primary object of this contract; and
- b. The acquisition of such greater rights is necessary to call forth private risk capital and expense to bring the Invention to the point of practical application, and is otherwise consistent with the Department of Commerce patent policy.
4. The Contractor shall have the right to acquire, upon written notice submitted to the Contracting Officer and addressed to the Assistant Secretary for Science and Technology, the entire right, title, and interest in and to any Subject Invention (to which the Government acquires title) in any foreign country where the Government makes a determination not to file or where the Government does not elect within seven (7) months from the date of filing a United States patent application to secure patent protection.
5. There shall be reserved in the Contractor a nonexclusive and royalty-free license to practice any Subject Invention to which the Government acquires title. The license shall extend to existing and future associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part and shall be assignable to the successor of that part of the Contractor's business to which the Invention pertains.
6. Where the Contractor acquires greater rights than the license reserved to the Contractor in paragraph 5. of this section to Subject Inventions, such rights shall be subject to the following rights reserved by the Government:
  - a. An irrevocable, nonexclusive, nontransferable, royalty-free license to practice the Invention throughout the world for all governmental purposes;
  - b. The right of the Government to require the granting of licenses to applicants on a nonexclusive, royalty-free basis when the Contractor, his licensee, or his assignee has failed to take effective steps within three (3) years after a patent issued on the Invention, to bring the Invention to the point of practical application or to make the Invention available for licensing royalty free or on terms that are reasonable in the circumstances, unless the Contractor can show cause why the granting of such licenses should not be required by the Government for a further period of time;
  - c. The right of the Government to require the granting of nonexclusive licenses within the United States to applicants royalty free or on terms that are reasonable in the circumstances, when and to the extent that the Invention is required for public use by governmental regulation or as may be necessary to fulfill health needs, or for other public purposes stipulated in this contract; and
  - d. The right of the Government to acquire full right, title, and interest in the Invention in each foreign country in which the Contractor does not file a patent application within seven (7) months from the filing of a corresponding United States patent application, subject to the license in the Contractor specified in paragraph 5. of this section.

7. Where the Contractor acquires title to Subject Inventions in selected foreign countries where the Government elected not to secure patent protection, the Contractor's rights shall be subject to the retention by the Government of an irrevocable, nonexclusive, nontransferable, royalty-free license to practice the Invention within such countries for all governmental purposes, with the right to grant sublicenses of similar scope to any foreign government pursuant to any existing or future Treaty or agreement with the United States.

8. Upon receipt of the notices provided in subparagraphs E.2.(f) or (g) of this clause, the Government shall be entitled to all rights, title, and interest in the Invention subject to the reservation to the Contractor of the license specified in paragraph 5. of this section.

9. The following decisions and determinations of the Department of Commerce shall be final and shall not be considered as disputes under the Disputes Clause:

a. Determinations made on requests for greater rights under paragraph 3. of this section; and

b. Decisions to require the granting of licenses under subparagraphs 6.(b) and 6.(c) of this section.

10. The decision of the General Counsel of the Department under paragraph 1. of this section to require the Contractor to forfeit any rights which he may have under the contract to any Subject Invention shall be the final action of the Department of Commerce and shall not be considered a dispute under the Disputes Clause.

11. In making the determinations and decisions under paragraph 9. and 10. of this section, notice shall be given the Contractor to show cause why he should not be required to grant licenses or why he should not forfeit any rights he may have under the contract to any Subject Invention.

12. Nothing contained in this Patent Rights Clause shall be deemed to grant any rights to the Government with respect to any inventions other than Subject Inventions.

#### D. DUTIES OF THE CONTRACTOR.

1. When the Government acquires title to Subject Inventions, the Contractor shall, upon request, furnish such full and complete technical and other information, and execute or secure the execution of all documents and instruments, as are deemed necessary to vest in the Government the rights granted it under this clause and to enable the Government to apply for and prosecute a patent application in any country covering such Invention.

2. When the Contractor acquires title to Subject Inventions within the United States, the Contractor shall:

October 18, 1967

a. Promptly file an application for United States Letters Patent on each Invention, and, as soon as identifying information is known, deliver to the Contracting Officer an instrument confirmatory of the rights reserved to the Government under this clause, identifying the application by serial number and filing date;

b. Include as the first paragraph of the application specification a statement that the Invention was made under contract with the United States Government, identifying the contract by agency and number, and stating that the Government is licensed under the patent and has reserved the rights set forth in Sections 1(f) and 1(g) of the October 10, 1963, Presidential Statement of Government Patent Policy;

c. Furnish, upon request, an irrevocable power of attorney to inspect and make copies of each application covering any such Invention;

d. Furnish reports at reasonable intervals, upon request, on the commercial use that is being made or is intended to be made of such Invention, and on the steps taken by the Contractor to bring the Invention to the point of practical application, or to make the Invention available for licensing;

e. Notify the Contracting Officer, within seven (7) months from the filing of the United States patent application of the countries in which corresponding foreign patent applications have been filed, and furnish, upon request, to enable the Government to seek protection the information, documents, and instruments required in paragraph 1. of this section necessary for the filing and prosecution of patent applications in those countries in which the Contractor has not sought patent protection;

f. Notify the Contracting Officer promptly, or in any event not later than six (6) months after first publication, public use or sale of the Invention, of a decision not to file a United States patent application, and furnish, upon request, to enable the Government to seek protection, the information, documents, and instruments required in paragraph 1. of this section; and

g. Notify the Contracting Officer not less than thirty (30) days before the expiration of a response period of an election not to continue prosecution of any application, domestic or foreign covering the Invention, and furnish, upon request, the information, documents, and instruments required in paragraph 1. of this section.

3. When the Contractor submits written notice and acquires title to Subject Inventions in selected foreign countries where the Government elected not to secure patent protection, the Contractor shall promptly file an application for patents in each selected country, and deliver to the Contracting Officer an instrument confirmatory of the rights reserved to the Government under this clause, identifying the application.

SUBCONTRACTS.

The Contractor shall notify the Contracting Officer of all subcontracts hereunder where a purpose of the subcontract is the conduct of experimental, developmental, or research work, providing information concerning the subcontract and subcontractor, and requesting a determination on which Patent Rights Clause should be included in the subcontract. The Contractor shall include the Patent Rights Clause identified by the Contracting Officer in the subcontract.



## CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 876-6800

EXECUTIVE DEPARTMENT  
JOHN H. CORCORAN  
City Manager

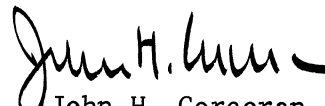
March 20, 1972

To the Honorable, the City Council:

I transmit herewith for approval by your Honorable Body, a proposed contract between the Department of Health, Hospital & Welfare and the New England Regional Commission for the operation of a Nurse Practitioner Program. I also enclose a copy of communication from Richard C. Johnson, Director of Human Resources of the New England Regional Commission, which is self-explanatory.

Enclosed herewith is proposed order of acceptance.

Very truly yours,

  
John H. Corcoran  
City Manager

JHC/b

COMMUNICATION  
*from the City Manager trans-*  
*mitting ~~xxxxxxx~~*

a proposed contract between the Department of Health, Hospital & Welfare and the New England Regional Commission together with an order authorizing the transfer of \$21,200 in Commission funds to the Cambridge Hospital, Dept. of Health, Hospital & Welfare for the operation of a Pediatric Nurse Practitioner Program

March 20, 1972

*Referred to Committee on  
Health Hospital + Welfare  
Budget Hearing*

# City of Cambridge

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In City Council.....March 29, 1972.....

**The**

**Committee** on Finance

**to which** was referred a proposed contract between the Department of Health, Hospital & Welfare and the New England Regional Commission together with an order authorizing the transfer of \$21,200 in Commission funds to the Cambridge Hospital, Department of Health, Hospital & Welfare for the operation of a Pediatric Nurse Practitioner Program

**Reports,**

Recommending that the matter be referred to the City Council for action.

For the Committee,

# REPORT

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**Committee on** Finance

Pediatric Nurse Practitioner Program

March 29, 1972