

Harvard Business School

Community Standards, Confidentiality and Intellectual Property Agreement

Harvard Business School has a history of rich and enduring relationships with students, companies, and executives that are based on the trust these firms and individuals place in us. A violation of that trust could subject you to disciplinary – and possible criminal – proceedings, and it could harm these people who have placed their trust in us, our research, and our programs. In addition, the technologies, information and other work product developed at HBS, and Harvard as a whole, must be treated as confidential and proprietary by all members of the Harvard community.

As a Blavatnik Fellow, it is critical that you understand and act in a manner consistent with this responsibility now and after your employment ends. The information below is to assist in your work and to protect both you and Harvard. Do not hesitate to talk to your manager or to an HBS HR representative about any matter that raises questions or concerns.

HBS Community Standards Statement of Values

The HBS Community standards are guiding principles for all students, staff and faculty.

http://www.mba.hbs.edu/admin/program/policies/conduct/community_standards/statement.html

The mission of Harvard Business School is to educate leaders who contribute to the well-being of society. Achieving this mission requires an environment of trust and mutual respect, free expression and inquiry, and a commitment to truth, excellence, and lifelong learning.

Students, program participants, faculty, staff, and alumni accept these principles when they join the HBS community. In doing so, they agree to abide by the following Community Standards:

- Respect for the rights, differences, and dignity of others
- Honesty and integrity in dealing with all members of the community
- Accountability for personal behavior

HBS can and should be a living model of these standards. To this end, community members have a personal responsibility to integrate these standards into every aspect of their experience at HBS. Through our personal commitment to these standards, we can create an environment in which all can achieve their full potential.

HBS Policies

The policies below are listed to serve as guidelines for your employment, but there are additional policies and practices for specific situations you may encounter in your role at HBS. For more information, visit the HBS Human Resources web site at <http://intranet.hbs.edu/dept/hr/> or the Harvard University Personnel Manual at <http://atwork.harvard.edu/a-policies.html>.

Confidentiality

During the course of your work at Harvard, you will have access to information and documents that are confidential. They will come from a variety of sources including companies, organizations, faculty, students, researchers, and colleagues; they may be marked or designated specifically as “confidential,” or reasonably construed under the circumstances as being confidential (*e.g.*, invention disclosures; non-public patent documents; information as to negotiations with commercial entities; license, sponsored research and other agreements; reports; business plans). You must treat all such information as strictly confidential during and after your employment, and not disclose it to any third party without the permission of Harvard. Information received from Harvard will not be considered confidential if such information (a) is in your possession or in the public domain before receipt from Harvard, as evidenced by written records; (b) becomes available to the public through no fault of yours; (c) is received in good faith by you from a third party who has no apparent obligation of confidentiality to Harvard; or (d) is independently developed by or for you without reference to confidential information received from Harvard, as evidenced by your contemporaneous written records. In addition, others cannot be allowed access to the HBS Intranet, or the computer resources of HBS during and after your employment. You may not give your

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Username/password or PIN to another person. At the conclusion of your employment, you are no longer authorized to access or utilize Harvard or HBS information, and you will return all documents and passwords to the Assistant Director of the Blavatnik Fellowship in Life Science Entrepreneurship.

Intellectual Property Rights

It is expected that you will receive confidential information regarding actual and prospective technologies developed by Harvard researchers during your employment at Harvard. Therefore, any invention, software, data, device, method, prototype, biological material, copyrightable material or other work product you create, develop or generate resulting from your use of such confidential information or in the course of performing your duties as a Harvard employee or through the use of Harvard resources (collectively, "Developments"), and any patents or patent applications, copyrights and other intellectual property rights related to such Developments, you hereby assign to Harvard. Your use of office space at Harvard or the use of Harvard issued computers alone shall not be considered "use of Harvard resources" for the purposes of this paragraph. In addition, any invention, software, data, device, method, prototype, biological material, copyrightable material or other work product you create, develop or generate using the facilities of the Pagliuca Harvard Life Lab and without the use of Harvard Confidential Information shall not be considered a Development for the purpose of this Agreement. You agree to execute and deliver to Harvard all documentation it requires to evidence Harvard's rights in and to such Developments, and shall comply (at Harvard's expense) with all reasonable requests for documentation in connection with (i) applications for registration of any patents, copyrights or other similar ownership rights, and (ii) any action or proceeding with respect to Harvard's enforcement, protection or defense of its rights. You also agree that you have not previously made, and will not make, any agreement with or assignment to another person, organization or company regarding rights in any Developments which are in conflict with the terms in this Agreement without obtaining Harvard's prior written permission.

You hereby waive any right, including under Harvard's "Statement of Policy in Regard to Intellectual Property," to receive any share of royalties or other proceeds received by Harvard in connection with any Developments.

The full IP policy may be viewed at: <https://otd.harvard.edu/faculty-inventors/resources/policies-and-procedures/>

Use of Harvard's Name

The use of the name "Harvard," "Harvard Business School," "HBS Interactive," "HBX," and "HBS Publishing" (alone or as part of another name) is only permitted with approval from and in accordance with restrictions set by Harvard. Please contact Zeenat Potia in HBS Communications if you have any questions.

Conflict of Interest

All employees agree not to engage in financial transactions which present the possibility or appearance of exploitation for personal gain of knowledge obtained through work or work-related activities. HBS does not permit or condone transactions by employees or family members based on knowledge that is not public and/or which suggests a possible conflict of interest between the individual's work and their private profit. The legal prohibition on insider trading, under federal law, applies during your employment at HBS and thereafter as long as you possess non-public information.

Conflict of interest could arise with student-run businesses or organizations where opportunities to influence a student's experience, including grades, could be questioned. While an employee of HBS and, if and only if, your job requires you to teach, supervise or mentor other Harvard students, you may not serve in any role related to businesses run by such students, paid or unpaid, unless it is within the formal description of your job.

Employees agree to refrain from disclosing to information on internal matters, including strategy, personnel, students, and finances; and refrain from publishing on topics directly related to the HBS, HBP, or Harvard. Employees are prohibited from using information gathered in your employment at HBS as the source for written materials, either fiction or non-fiction, which would be shared outside of the School or for publication, unless such writing is within the responsibilities of your HBS role.

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Technology Policy

The full technology policy may be viewed at: <http://www.hr.harvard.edu/contracts/>

The computing resources in our offices are the property of Harvard University, therefore, employees have no expectation or right of privacy in the use of technological equipment and systems owned by the University. Technologically recorded information is discoverable in a legal action. For the purpose of clarity, any computing resources owned by you and used on Harvard University property are not subject to this paragraph.

Access is limited to authorized users, generally the person whose desk the equipment sits on or their manager. As with the telephone, incidental personal use is permissible so long as it does not conflict with workplace needs or University policy. An HBS supervisor may question a staff member's computer use if they suspect it is interfering with the work of the department.

The use of resources for illegal activities is forbidden; specific sanctions may result from misuse. At HBS, this limitation includes accessing, downloading, and/or displaying pornographic or obscene materials, or inappropriate downloading, sharing or use of copyrighted materials. The use of Harvard resources, including computers, for private business purposes is not allowed, i.e., use of the 'HBS.edu' email address to communicate with clients.

I acknowledge that HBS may need to access information in my HBS issued email, stored on my HBS issued computer, or stored on my personal folder on the HBS file server in order to complete the work of the school, and I consent to that access. HBS does not have the right to access information in my personal email, personal written records, personal computer, personal electronic devices, such as a mobile phone, (including items purchased using Blavatnik-provided working capital) without my explicit written consent.

By signing, I acknowledge I understand and agree to abide by the policies and terms detailed above:

Blavatnik Fellow's Signature

Date

Printed Name