

Single Use Terms & Conditions for Individuals & Sole Proprietors

This AGREEMENT sets forth terms and conditions of purchase (“Agreement”) for Mass General Brigham Incorporated (f/k/a Partners HealthCare System, Inc). a not-for-profit Massachusetts corporation, having a principal place of business at 800 Boylston Street, Suite 1150, Boston, MA 02199, on behalf of itself and all its affiliates (“Customer”). This Agreement, which may be updated from time-to-time, is also available at: <https://massgeneralbrigham.org/Vendors/TermsIndividual>.

Any statement of work (“SOW”) or quote (“Quote”) as more fully described and defined herein that is executed with Mass General Brigham Incorporated shall automatically be subject to this Agreement and thereby incorporated therein by reference and made a part thereof. Throughout this Agreement the party providing goods of services to Mass General Brigham Incorporated will be referred to as the “Individual/Sole Proprietor.”

Customer desires to obtain from Individual/Sole Proprietor certain products or other deliverables (“Deliverables”) and/or services (“Services”) (as set forth in any subject SOW or Quote) but does not have employees who perform such services. Therefore, the parties wish to enter into this Agreement whereby Individual/Sole Proprietor will provide the Services and/or Deliverables to Customer and Customer will compensate Individual/Sole Proprietor for the Services and/or Deliverables, all upon the terms and conditions set forth in this Agreement (including any Exhibits hereto) and any subject SOW(s) or Quote(s). **The parties intend that this Agreement (and any subject SOW(s) or Quote(s)) may only be used for arrangements under \$250,000 in value where there will be no access by Individual/Sole Proprietor to Protected Health Information (PHI) or Personal Information (PI) and Individual/Sole Proprietor will not need access to physical locations for longer than three weeks nor access of any kind (including on-site or remote) to Customer’s computer systems. Should these circumstances change, the parties shall, as soon as reasonably possible, execute different or additional contracts(s) as necessary to accommodate such changed circumstances and to comply with any applicable legal requirements.**

In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, Customer and the Individual/Sole Proprietor agree as follows:

1. Obligations of Individual/Sole Proprietor. The Individual/Sole Proprietor agrees to provide the Deliverables and/or Services as more fully described (and according to the timetable) set forth in written SOW(s) or Quote(s). Each SOW or Quote shall contain the following: (a) a detailed description of the Deliverables and/or Services; (b) a timetable for delivery of the Deliverables and/or performance of the Services, including key milestones, and any other specific requirements, if any; (c) specific payments conditioned upon the written approval of customer, and (d) such other terms as may be applicable to the Deliverables and/or Services. If there is a conflict or ambiguity between any term of this Agreement and any subject SOW or Quote, the terms of this Agreement will prevail. Individual/Sole Proprietor agrees that, in the event that Customer notifies Individual/Sole Proprietor of a new affiliate, Individual/Sole Proprietor shall promptly include such affiliate under this Agreement and any applicable SOW or Quote. Individual/Sole Proprietor shall provide such Deliverables and/or Services consistent with applicable federal and state laws and regulations, and consistent with Customer’s applicable policies provided to Individual/Sole Proprietor by Customer.

2. Fees. For performance of the Services and delivery of Deliverables, Customer shall pay the Individual/Sole Proprietor the amounts set forth in the applicable SOW or Quote. Customer shall have ten (10) business days (“Acceptance Period”) to confirm reasonable satisfaction with the Services and/or Deliverables. If during the Acceptance Period Customer determines that any Service and/or Deliverable fails testing or review or is not consistent with industry standards, Customer shall notify the Individual/Sole

Proprietor. In such event, the Individual/Sole Proprietor, at its own expense, shall modify, repair, adjust or re-perform such Service and/or Deliverable to Customer's satisfaction within ten (10) calendar days after the date of the deficiency notice to the Individual/Sole Proprietor. If deficiencies continue to exist as determined by Customer in its reasonable discretion, Customer, at its sole option, and without prejudice to other legal rights may: (i) repeat the procedure described above; (ii) extend the time for Individual/Sole Proprietor's performance; or, (iii) reject such Service and/or Deliverable and treat such failure as a material breach and terminate this Agreement without further liability, in which case the Individual/Sole Proprietor shall remit to Customer all Fees paid for the Service and/or Deliverables. Following Customer's acceptance of any such Services or Deliverables, Individual/Sole Proprietor may submit its invoice.

Individual/Sole Proprietor shall submit invoices according to the Standard Invoicing Procedure found at: <https://massgeneralbrigham.org/Vendors/Invoices>.

Individual/Sole Proprietor acknowledges that if invoices are not submitted in accordance with this section, Customer cannot guarantee the timely payment of fees.

3. Term and Termination. These terms and conditions shall commence upon the effective date of each subject SOW or Quote, as more fully described above, and shall terminate as provided in such SOW or Quote.

4. Independent Contractor Status: It is the intention of the parties that the Individual/Sole Proprietor and Customer be independent contractors. Under no circumstances shall either of them be deemed an agent, joint venturer, partner or employee of the other for any purpose. Individual/Sole Proprietor shall, at its sole expense: (a) pay any and all federal, state and local taxes, surcharges and legally required contributions (including but not limited to any and all income taxes, payroll taxes, FICA taxes, and unemployment insurance contributions) arising from any performance of the Services; (b) obtain any and all workers compensation insurance that may be required in connection with any performance of the Services; (c) pay all compensation that may be required by law or otherwise in connection with performance of the Services; (d) provide any benefits that may be required by law or otherwise in connection with performance of the Services; and (e) comply with any and all other legal requirements relating to performance of the Services. Neither Customer nor any affiliate of Customer nor any plan sponsored by Customer shall have any obligation or liability whatsoever with respect to any of the foregoing. Specifically, but without limitation and notwithstanding any provision of this Agreement or any other agreement, plan or document, neither the Individual/Sole Proprietor nor any subcontractor or agent of the Individual/Sole Proprietor shall under any circumstances be entitled to any employee benefits of any kind whatsoever from Customer, any shall operate to limit affiliate of Customer or any plan sponsored by Customer or any affiliate of Customer. The Individual/Sole Proprietor shall indemnify and hold harmless Customer, its affiliates and sponsored plans, and each of their officers, directors, employees, agents, successors and assigns from and against any proved or alleged claims, demands or suits, or any losses, damages, liabilities, fines, penalties and expenses (including attorneys' fees and costs of defense) by any government entity or third party relating to the payment or nonpayment of any such taxes, benefits, contributions or insurance hereunder.

5. Warranties of Business. Individual/Sole Proprietor warrants that Deliverables and/or performance of the Services does not and shall not violate any applicable law, rule or regulation; any contracts with third parties; or any third party rights in any patent, trademark, copyright, trade secret or similar right. Individual/Sole Proprietor warrants that any Deliverables provided under this Agreement shall not contain any defects, shall be suitable for their intended purpose, and shall function properly and in accordance

with any descriptions or specifications produced by or agreed to by Individual/Sole Proprietor. Individual/Sole Proprietor further warrants that the Services will be of a good, workmanlike, and professional quality conforming to generally accepted industry standards. Individual/Sole Proprietor shall be responsible for any and all personal injuries or damage to Customer's property or equipment as the result of any act or omission by the Individual/Sole Proprietor. No limitation of liability appearing in any document related to this Agreement (or any subject SOW or Quote) shall operate to limit Individual/Sole Proprietor's liability under this Section.

6. Use of Name. Individual/Sole Proprietor shall not use the logos or corporate names, or any variations, short-forms, or acronyms of such names, of Mass General Brigham Incorporated. or any of its affiliates (e.g., hospitals, health plans, etc.) without prior written permission. This written consent must be provided by authorized personnel from Customer's Marketing or Communications departments. This requirement prohibits, and is not limited to, any use in any material for any purpose, including customer lists and any other commercial or advertising purposes, or in any way that would reasonably imply endorsement by Customer of Individual/Sole Proprietor or its Services.

7. Access to Books and Records. If applicable, the Individual/Sole Proprietor agrees to provide Customer with access to books, documents, or any other records as may be reasonably appropriate to verify the Individual/Sole Proprietor' work to Customer's reasonable satisfaction. With respect to any Deliverables and/or Services provided hereunder, the value or cost of which is \$10,000 or more over a twelve (12)-month period, Individual/Sole Proprietor shall within four (4) years after furnishing such Deliverable and/or Service under this Agreement make available, upon written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents or records of Individual/Sole Proprietor necessary to verify the nature and extent of the costs of such Services. If Individual/Sole Proprietor provides any such Deliverables and/or Services through a subcontract or a subcontract with a related organization, such subcontract shall also contain a clause allowing this access as specified above. This provision is intended to implement the requirements of 42 CFR, § 420, subpart D.

8. Discount and Price Reporting Obligations. To the extent that any goods or services delivered under this Agreement will include any discount or reduction in price: (1) Individual/Sole Proprietor shall fully and accurately report such discount or reduction in price to Customer on its invoice; provided, however, that where the value of the discount or reduction in price is not known at the time of sale, Individual/Sole Proprietor shall report the existence of a discount program on its invoice and, when the value of the discount becomes known, provide Customer with documentation of the calculation of the discount, including a description of the Deliverables /or Services to which the discount is applied; and (2) Customer will fully and accurately report the discount on the appropriate cost reports. This provision is intended to implement the requirements of 42 CFR § 1001.952(h), as amended from time to time.

9. Fair Market Value. Neither Individual/Sole Proprietor nor Customer intend that any payments made under this Agreement be in return for the referral of ongoing Individual/Sole Proprietor, if any, or in return for the purchasing, leasing, or ordering of any Deliverables and/or Services other than the specific Deliverables and/or Services described in this Agreement. All payments specified in this Agreement are consistent with what the parties reasonably believe to be fair market value for the Deliverables and/or Services provided.

10. Notices. Notices required to be given to a party or regarding a material issue hereunder shall be given in writing at the address of such party set forth herein, or such other address as the party may

substitute by written notice to the other party hereunder shall be given in writing at the address of such party set forth herein, or such other address as the party may substitute by written notice to the other party.

11. License, Use, Sales, Excise or Related Taxes: Individual/Sole Proprietor shall pay all licensure fees and assessments and sales, use and other taxes, including any government-imposed fees, tariffs, or excise taxes, now or hereafter imposed on account of any products purchased under this Agreement; ownership, use or possession of such products; or any other activity or transaction under this Agreement, whether such fees, tariffs, assessments or taxes are assessed to Individual/Sole Proprietor, any agent of Individual/Sole Proprietor, or Customer, together with any penalties or interest in connection therewith.

12. Customer Confidential Information: Individual/Sole Proprietor agrees not to reveal to third parties any information pertaining to Customer that is provided by Customer to Individual/Sole Proprietor (or to which Individual/Sole Proprietor may have access) under this Agreement (“Confidential Information”). Individual/Sole Proprietor will only disclose Customer’s Confidential Information to its own subcontractor(s) who need to know it in order to perform Individual/Sole Proprietor’s obligations under the Agreement, and will only use it for the purpose of performing under this Agreement. For clarity, Individual/Sole Proprietor shall not use such Confidential Information for its own business purposes without the express written permission of Customer. In the event that Customer grants such permission, this section shall govern Individual/Sole Proprietor’s access, use, and retention of such Confidential Information for the duration of Individual/Sole Proprietor’s access, use, and retention. Individual/Sole Proprietor agrees to keep strictly confidential and to safeguard in every way practicable Customer’s Confidential Information, and to ensure that any copies of such information in Individual/Sole Proprietor’s possession upon termination of this Agreement are destroyed or returned to Customer. Individual/Sole Proprietor further agrees not to copy any of Customer’s Confidential Information except as may be required for the performance of Individual/Sole Proprietor’s obligations under this Agreement. Individual/Sole Proprietor agrees to provide Customer with prompt notice of any court or other governmental orders requiring disclosure, in order to give Customer the opportunity to seek appropriate protective orders.

If Individual/Sole Proprietor is permitted by Customer to disclose Customer’s Confidential Information to a subcontractor or other agent of the Individual/Sole Proprietor, such disclosure shall be solely for the purpose of fulfilling Individual/Sole Proprietor’s obligations hereunder and then only on a need-to-know basis. In such event, the Individual/Sole Proprietor shall inform such subcontractor or agent of Individual/Sole Proprietor’s obligations to Customer and Customer’s requirements under this Agreement, and shall ensure that such subcontractor or agent is contractually bound to comply with such obligations and requirements to the same extent that Individual/Sole Proprietor is bound under this Agreement. Customer shall be deemed a third party beneficiary of any such contractual provision between Individual/Sole Proprietor and any subcontractor or agent of Individual/Sole Proprietor.

Individual/Sole Proprietor agrees to return any and all of Customer’s Confidential Business Information to Customer upon any termination or expiration of the Agreement. Individual/Sole Proprietor further agrees not to retain or use de-identified PHI or PI for any purpose except to provide services to Customer. Any provisions to the contrary in any SOW or Quote shall have no effect.

13. Infection Prevention Standards: Customer requires that Individual/Sole Proprietor who will be coming onsite to any Customer facility meet specific infection prevention and vaccine requirements. Individual/Sole Proprietor is expected to ensure compliance. Details of the required standards, which may

be updated from time to time, can be found at:

<https://massgeneralbrigham.org/Vendors/InfectionPrevention>

14. Ownership.

(a) Ownership. All tangible materials, prototypes, documents, reports, and other things delivered to Customer under this Agreement shall be the exclusive property of Customer. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed, created or produced in performance of the Services by Individual/Sole Proprietor, alone or in combination with Customer and/or its employees, under the Agreement (collectively, the "Work Product") shall be the sole property of Customer, except as otherwise provided below. Individual/Sole Proprietor hereby irrevocably transfers and assigns to Customer any and all of its right, title, and interest in and to Work Product. To the extent any Work Product is not immediately transferred to Customer as required by this Agreement, Individual/Sole Proprietor hereby grants to Customer an irrevocable, royalty-free, worldwide right and license to use, copy, modify, perform and display license to utilize all of such Work Product in its sole discretion. Individual/Sole Proprietor agrees: (a) to disclose promptly in writing to Customer all Work Product; (b) to reasonably cooperate with Customer in applying for, and to execute any applications and/or assignments reasonably necessary to obtain, any patent, copyright, trademark or other statutory protection for Work Product in Customer's name as Customer deems appropriate; and (c) to otherwise treat all Work Product as Customer's Confidential Information, as defined in the Agreement. These obligations to disclose, assist, transfer, execute and keep confidential shall survive any expiration or termination of the Agreement. To the extent that any Work Product contains any tangible materials that Individual/Sole Proprietor has licensed from Third Parties ("Third Party Works"), Individual/Sole Proprietor shall notify Customer immediately, and without charge to Customer, Individual/Sole Proprietor shall procure from the relevant Third Party the necessary rights and licenses or sublicenses to enable Customer to exercise fully the benefits from the Work Product.

(b) Preexisting Works of Individual/Sole Proprietor. To the extent applicable, and notwithstanding Paragraph (a) above, Individual/Sole Proprietor hereby reserves and retains ownership of the works described in an attachment to this Agreement, which works Individual/Sole Proprietor created before entering into this Agreement ("Preexisting Works"). With respect to such Preexisting Works, and without further charge to Customer and/or its employees, Individual/Sole Proprietor grants to Customer a non-exclusive, irrevocable, royalty-free, worldwide right and license to use, copy, modify, perform and display all Preexisting Works delivered to Customer under the Agreement. Individual/Sole Proprietor grants Customer the right to sublicense any or all of such licensed rights in the Preexisting Works, provided that any such sublicense is granted solely as part of a license to Work Product where the Preexisting Work is part of or necessary for the full and complete operation of the Work Product.

(c) Residual Rights. Notwithstanding anything to the contrary herein, Business and Business Employees shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of performing its obligations under this Agreement, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of Customer and without any unauthorized use or disclosure of Work Product.

15. Exclusion from Federal Health Care Program(s): Neither Individual/Sole Proprietor nor any agent of Individual/Sole Proprietor that will be providing Deliverables and/or Services under this Agreement has

been excluded, suspended, or debarred or otherwise sanctioned from participation in any federal or state healthcare program, including the Medicare or Medicaid programs. To the extent applicable, Individual/Sole Proprietor agrees that it will comply with the billing requirements of Medicare, Medicaid, or any other public or private health care program. Customer will screen Individual/Sole Proprietor against the HHS/OIG List of Excluded Individuals/Entities (“LEIE”) and the General Services Administration List of Parties Excluded from Federal Programs (“GSA list”). Individual/Sole Proprietor agrees that it will notify Customer immediately in the event that either Individual/Sole Proprietor becomes ineligible to participate in Medicare, Medicaid, or any other federal health care program during the term of this Agreement or is under an investigation that could lead to such exclusion. If Individual/Sole Proprietor is excluded from participating in Medicare, Medicaid, or any other federal health care program, this Agreement shall terminate automatically effective as of the date of such exclusion.

16. Title and Risk of Loss: Individual/Sole Proprietor shall be responsible for title and risk of loss or damage to any Deliverables, regardless of cause, until the Deliverables are delivered as specified in this Agreement, inspected (without being rejected) by Customer, and where applicable, assembled and/or installed by Individual/Sole Proprietor. Thereafter title and risk of loss or damage shall transfer to Customer, unless the loss or damage is caused by Individual/Sole Proprietor’s negligence, fault, or failure to comply with the terms and conditions of this Agreement.

17. No Security Interest. The parties agree that Customer and its affiliates grant no security interest of whatever kind or nature to Individual/Sole Proprietor, notwithstanding any provision to the contrary in any other transaction document (including without limitation any statement of work, quote, credit application, or purchase order).

18. Non-Discrimination and Affirmative Action (applicable if any of the goods or services provided under this contract will be used by Customer to support Customer’s work under a federal contract):

Customer (including its affiliated institutions) hereby affirms that is an Equal Opportunity and Affirmative Action Employer. Unless exempt, the E.O. Clause set forth at 41 CFR s. 60-1.4(a) (for women and minorities), the provisions of 41 CFR s. 61-300.10 (veterans’ employment reports), and 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this agreement and are binding on Individual/Sole Proprietor.

This Contractor and Subcontractor/Vendor shall also abide by the requirements of 41 CFR 60-300.5(a) (for veterans) and 41 CFR s. 60-741.5(a) (for Individual/Sole Proprietors with disabilities). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

19. Miscellaneous. This Agreement, including any Exhibits, contains the entire understanding between the parties and cannot be altered or amended except by a written instrument subsequently executed by the parties hereto. No provision of this Agreement is intended to affect or be affected by any indemnification or insurance commitments provided for in any documents pertaining to related research activities (if any). Any waiver of any condition, obligation or benefit under this Agreement shall not be deemed a waiver of any subsequent breach or default of any term, condition or limitation. The terms, conditions and obligations of this Agreement are binding on the respective heirs, assigns, successors and personal representatives of the parties hereto. In case any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, then (a) the intent of the parties is that such provision

shall be modified to the extent necessary to make it valid, legal and enforceable, and (b) in any event neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby. Neither party may assign this Agreement (or any attachment) without the written consent of the other, except that Customer may assign its rights in and delegate its obligations under this Agreement to any affiliated entity without consent. In the event of any conflict between the terms of this Agreement and the terms of any purchase order, the terms of this Agreement shall govern.