IMPACT
Virtual First Medical Practice Collaboration

Hosted by the Digital Medicine Society (DiMe) and the American Telemedicine Association (ATA), IMPACT is a pre-competitive collaboration of leading digital health companies, investors, payers, and consultants dedicated to supporting virtual first care (V1C) organizations and their commitment to patient-centric care.

Terms used throughout this resource are defined in the Glossary of Terms.

Contract Exhibit: Publication Rights

This exhibit details the rights each party holds to publish research or share public reporting related to the relationship. It includes details such as each party's right to publish, what the review process will be among the parties before something is submitted or published, and any rights to block or modify publication (especially related to IP that may be disclosed in the published material). This section naturally follows many of the terms established in Contract Exhibit: Data.

This exhibit should be included in all phases of all contracts, even if there aren't specific publication plans envisioned at the time of contracting, to contemplate the possibility that an unforeseen opportunity may arise and both parties should have the flexibility to respond to it.

V1C CONSIDERATION: **Publication Rights**

Publication rights should follow data rights, whereby research conducted on data wholly owned by a given entity should be freely publishable without needing the other party's permission. Where data is sourced from both entities, agreements about opportunity to review, provide input, and obtain permission to publish may be appropriate.

..... *Phase 1* .....>	..... *Phase 2* .....>
At least include a boilerplate stating a generic position that will be in place until and unless the parties agree to something else, which would then be documented in a new or revised exhibit	Given the early stage of the field, the best practice is to publish or share a report on the results of the collaboration to engender field-wide learning

Sample Language (Phase 1 Boilerplate): "Each party will have the right, at their discretion, to release information or to publish findings, conclusions, writings, or material resulting from clinical research undertaken with data collected or created from [THE PROGRAM]. The party initiating the clinical research (the "Sponsor") will have the sole responsibility for ensuring that any and all necessary informed consent is collected from participants, or that a waiver has properly been obtained from a competent Institutional Review Board in compliance with Health Insurance Portability and Accountability Act (HIPAA) rules. In the event that any

clinical research undertaken pursuant to this section results in the publication of results, the Sponsor will furnish the non-sponsor party with an advanced copy of any proposed publication prior to the proposed publication date and grant the non-sponsor party the opportunity to review and provide comments on the published materials and, upon the non-sponsoring party's request will redact any information that the non-sponsoring party perceives to be confidential to the non-sponsoring party. Sponsor agrees to consult with the non-sponsor party on the use of the non-sponsor party's trademarks, trade dress, or other intellectual property, and will comply with any brand usage guidance provided by the non-sponsor party, however the non-sponsor party agrees that it will not unreasonably withhold permission to name the non-sponsor party or use its trademarks in the published materials."

QUICK LINKS: GUIDE TO PAYER - VIRTUAL FIRST CARE (V1C) CONTRACTING

Overview

Payer-V1C Contract Fundamentals

How To Use The Guide to Payer-V1C Contracting

Glossary of Terms

Contract Body

- Termination Rights
- Assignment of Agreement or Obligations
- Business Associate Agreement
- Publicity
- Payment

Contract Exhibits

- Data
- Subcontractors
- Credentialing/Certification & Licenses
- Audits
- Publication Rights
- Statement of Work