

## **EASTERN VIRGINIA MEDICAL SCHOOL**

### **PARTICIPATION/CONFIDENTIAL NON-DISCLOSURE AGREEMENT**

As a condition of my employment and/or faculty appointment, or student enrollment in the Eastern Virginia Medical School (EVMS) or my participation as a EVMS Member in any activities or services, research (a) conducted by, under the auspices of, or pursuant to any agreements approved by EVMS or (b) otherwise making use of any facilities, funds, materials or other resources of EVMS, and for other valuable consideration the receipt of which I hereby acknowledge, I hereby agree with EVMS that, as to every trade secret, idea, know how, discovery or invention (together hereinafter referred to as "Invention") which, individually or jointly with others, I shall conceive or first reduce to practice during the course of such employment or participation:

1. I shall in writing and in responsible detail, promptly disclose the Invention to the Dean/Provost of EVMS;
2. At no expense to me, I shall execute and deliver such assignment of the Invention and other documents, and shall take all such other action pertaining to the Invention as the Dean/Provost or his/her designee may request of me in writing at any time once or oftener; and
3. I shall fully comply with the EVMS Intellectual Property/Patent Policy (a copy of which is attached hereto and made a part hereof) and every obligation of EVMS that shall apply to me under any grant or agreement providing support for my activities.

I shall maintain in confidence all confidential, non-public information concerning this invention, and I shall disclose confidential information only with the prior written approval of EVMS.

Each Invention shall be deemed to be the property of EVMS; each such Invention and related rights required to obtain Letters Patent shall be assigned by the Inventor to EVMS.

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Participation Agreement  
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I further agree, should I be a participant as a volunteer, student, resident, intern, fellow or research technician in research activities under the auspices of an EVMS faculty member and/or principal investigator:

I shall maintain in confidence all non-public research data results and material which may be disclosed/provided to or generated by me as a result of my employment and/or training with EVMS.

1. Upon completion of my employment and/or training, non-public research data, results and materials which have been disclosed/provided to or generated by me during the course of my employment and/or training shall remain the property of EVMS and shall be returned to EVMS including all copies.

As further condition of such employment, enrollment or participation, I also agree to file with the Office of Research and true copy of every agreement, if any, (1) to which I am party on the date hereof and (2) pursuant to which I am providing or shall provide consulting services which may materially relate to or draw on work (a) which I have done, am doing, or expect to do within the scope of my employment by EVMS and (b) for which I have made, am making, or expect to make use of facilities, funds, materials or other resources furnished by or through EVMS.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty, Employee or Student

\_\_\_\_\_  
Signature