

EASTERN VIRGINIA MEDICAL SCHOOL

PARTICIPATION/CONFIDENTIAL NON-DISCLOSURE AGREEMENT

As a condition of my employment and/or my faculty appointment by, and/or my student enrollment with, the Eastern Virginia Medical School (EVMS), and/or my participation in any EVMS activities, services or research and for other valuable consideration the receipt of which I hereby acknowledge, (a) I hereby accept and agree to the EVMS Intellectual Property Policy (the "IP Policy"), which is set forth at <https://myportal.evms.edu/research/administration/technologytransfer/> and by this reference incorporated into and made part of this Agreement, and (b) in furtherance and not limitation of my obligations under the IP Policy, as to any trade secrets, ideas, know how, discoveries or inventions which, individually or jointly with others, I shall conceive or first reduce to practice during the course of my employment, appointment or enrollment by or with EVMS, or my participation in any activities, services or research (i) conducted by, under the auspices of, or pursuant to any agreements approved by EVMS or (ii) otherwise making use of any facilities, funds, materials or other resources of EVMS, and as to each and every EVMS Invention (as defined in the IP Policy) (all together hereinafter referred to as "Inventions," or each individually as an "Invention"), I agree with EVMS that:

1. I hereby assign all of my right, title and interest in and to each and every Invention to EVMS, and, at no expense to me, I shall promptly execute and deliver such assignment(s) of each Invention and such other documents, and take all such other actions pertaining to each Invention, as the Dean/Provost of EVMS or his/her designee may request of me in writing from time to time;
2. I shall in writing and in reasonable detail promptly disclose each Invention to the Dean/Provost of EVMS in accordance with all requirements of the IP Policy;
3. I shall fully comply with the IP Policy and every obligation of EVMS that shall apply to me under any grant or agreement providing support for my activities;
4. I shall maintain in confidence all confidential, non-public information concerning each Invention, and I shall disclose such confidential information only with the prior written approval of EVMS; and
5. Each Invention shall be deemed to be, and shall be, the property of EVMS; and if EVMS decides to seek patent or other intellectual property protection for any Invention, I shall, at no expense to me, cooperate fully with EVMS in its efforts to obtain such protection and promptly provide such advice and assistance as may be requested by EVMS from time to time in furtherance of its efforts to obtain such protection, both during and after my employment, appointment or enrollment by or with EVMS and/or my participation in any EVMS activities, services or research.

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:

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

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

Signature

Date

Faculty, Employee, Student or Volunteer