

Proprietary Information, Inventions, and Non-solicitation Agreement – Guest Researcher

Please type or print information clearly

In consideration of my appointment as a Guest Researcher with **Leidos Biomedical Research, Inc.**, its parents, affiliates, successors and assigns (together, the “**Company**”) and the use of the facilities, training or other knowledge gained from my appointment as Guest Researcher, I the undersigned individual, hereby enters into this Proprietary Information, Inventions, and Non-Solicitation Agreement (the “**Agreement**”) and as such, I agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Rights; Nondisclosure. I understand and acknowledge that my appointment by the Company creates a relationship of confidence and trust with respect to the Company's Proprietary Information (as defined below) and that the Company has a protectable interest therein. At all times during my appointment as a Guest Researcher (or Special Visitor) and for a period of five (5) years thereafter or until such Company Proprietary Information becomes publicly available through no disclosure of my own, whichever is later, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my appointment as a Guest Researcher with the Company, or unless an officer of the Company expressly authorizes such in writing. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information.

1.2 Proprietary Information. The term “**Company Proprietary Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliates, parents and subsidiaries, which has economic value as a result of its remaining confidential, whether having existed, now existing, or is developed by employees of the Company during my appointment. By way of illustration but not limitation, “**Company Proprietary Information**” includes: (a) the identity, structure, chemical formula and composition of any materials in research or development by the Company; procedures and formulations for producing or manufacturing any such materials; all information relating to preclinical and clinical studies and the results thereof; regulatory documentation and/or submissions and information relating to the regulatory status of any such materials; any data, reports, analyses, techniques, processes, technical information, ideas, know-how, trade secrets, patents, patent applications or inventions and any other proprietary technology and all Proprietary Rights therein (collectively, “**Inventions**”); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding Customers and potential Customers (as defined below) of the Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to Customers and potential Customers of the Company and other non-public information relating to Customers and potential Customers; (d) information regarding any of the Company's business partners and their services, including names; representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners that I acquire as a result of my appointment; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company.

1.3 Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information: (i) which was known to me prior to my appointment as Guest Researcher with the Company; (ii) developed by me during or after my appointment as Guest Researcher without the use or reliance, either directly or indirectly on Company Proprietary Information; (iii) or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me. For the sake of clarity, if the purpose of this appointment as Guest Researcher is to transfer knowledge and information related to a patented technology developed and/or owned by Company and/or its Customers (“**Technology Transfer**”), any information and training transferred as a part of this appointment shall not constitute Company Proprietary Information but may be subject to additional restrictions as stated in Paragraph 2.6. The parties agree that for purposes of this Agreement, a “**Customer**” means each particular entity (which may be a United States government entity).

1.4 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data, or information (“**Third Party Information**”). During my appointment as Guest Researcher and thereafter, I will hold any Third Party Information I receive, either directly or indirectly, in the

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strictest confidence and will not disclose to anyone Third Party Information unless expressly authorized by an officer of the Company in writing. I understand that Proprietary Information and Third Party Information are never to be used or disclosed by me, except as provided in this Section 1 unless specifically authorized in writing by an officer of the Company.

2. INVENTIONS AND INTELLECTUAL PROPERTY.

2.1 Proprietary Rights. The term “*Proprietary Rights*” will mean all trade secrets, patents, copyrights, trademarks, mask works and other intellectual property rights throughout the world.

2.2 Prior and Outside Inventions. Unless otherwise agreed in writing, any inventions, whether patented or unpatented, that I have alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of this appointment with the Company, that I consider to be my property or the property of third parties, shall be considered Prior Inventions (collectively, “*Prior Inventions*”) and are excluded from the scope of this Agreement. Unless otherwise agreed in writing or as required under a separate written agreement, during my appointment I agree that I will not: a) disclose any of my Prior Inventions or Outside Inventions (defined below) to any employee, contractor, agent or customer of Company, or b) use or incorporate any of my Prior Inventions or Outside Inventions into any goods, services, process, or other work product of Company without prior written approval of the Company’s Subcontracts and Intellectual Property Director. I agree that all understandings or agreements of any sort in any way relating to the disclosure, use, or incorporation of my Prior Invention or Outside Invention by Company must be completed and reduced to a signed written agreement (in compliance with Company administrative policies) approved in writing by the Company’s Subcontracts and Intellectual Property Director in advance of my facilitating or performing any such disclosure, use or incorporation of my Prior Invention or Outside Invention.

2.3 Inventions Developed While at FNLCR. During the period of my appointment and during my visit at FNLCR, I agree to promptly disclose to the Company, fully and in writing, all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others, including those with employees of the Company (“*Company Inventions*”). In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf during my appointment and within a year after termination of this appointment. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law or as an Outside Invention. I agree to preserve the confidentiality of any Invention that was developed by me during the period of my appointment.

2.4 Ownership of Work Product. Unless otherwise agreed in writing, I acknowledge and agree that the Company (or its designee) will exclusively own all work product (including but not limited to Company Inventions) that is made by me (solely or jointly with others) during the term of this appointment as Guest Researcher. Where applicable, I hereby irrevocably and unconditionally assign to the Company all right, title, and interest worldwide in and to such work product. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my appointment as Guest Researcher and which are protectable by copyright are considered and will be treated as “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101). I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, without prior written permission of the Company.

2.5 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my appointment, but the Company will compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of

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the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned under this Agreement to the Company.

2.6 Additional License Requirements. If the purpose of my appointment as Guest Researcher is to obtain training and information related to a specific patented technology, I acknowledge that additional license requirements may be required from a third-party licensor, including a license to make, use or sell the technology covered by the patent for commercial purposes.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my appointment at the Company which are not excluded from Company ownership by Section 2.4 above, which records will be available to and remain the sole property of the Company at all times.

4. PUBLICITY. I agree to grant and hereby grant to Company, its parent, affiliates, agents, contractors, customers, successors and assigns a perpetual, paid-up, royalty-free, worldwide right and license to use my name, nicknames, initials, likeness, photographs, voice, image, biographical information, electronic media depiction, and any words, symbols, or depictions, as well as other identifying attributes that would identify me to the public in any and all means, media and formats whatsoever, whether now known or hereafter devised, including without limitation in any and all forms of audio, video, electronic, broadcast, Internet, DVD, CD-ROM, print materials, brochures, press releases, advertising, publicity, promotional and marketing materials and any other material which may be developed during the term of my appointment (“Identifying Materials”). I agree that the Company has the full and complete right to use, dub, distribute, reproduce, edit, delete, modify, combine, publicly display, publicly perform and/or exhibit any and all Identifying Materials in whole or in part, in any manner, at the Company’s discretion both during and after my appointment. I hereby waive any right to inspect or approve any Identifying Materials.

5. NO SOLICITATION OF EMPLOYEES, CONSULTANTS, OR CONTRACTORS. I agree that during the period of my appointment and for the one (1) year period after the date my appointment ends for any reason, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of the Company:

5.1 solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of the Company to terminate his or her relationship with the Company, even if I did not initiate the discussion or seek out the contact;

5.2 solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any person known to me to be an employee, consultant, or independent contractor of the Company to terminate his or her relationship with the Company to render services to me or any other person or entity that researches, develops, markets, sells, performs or provides or is preparing to develop, market, sell, perform or provide Conflicting Services; or

5.3 hire, employ, or engage in a business venture with as partners or owners or other joint capacity, or attempt to hire, employ, or engage in a business venture as partners or owners or other joint capacity, with any person then employed by the Company or who has left the appointment of the Company within the preceding three (3) months to research, develop, market, sell, perform or provide Conflicting Services.

The parties agree that for purposes of this Agreement, “*Conflicting Services*” means any product, service, or process (or the research and development thereof) of any person or organization other than the Company, that directly competes with a product, service, or process (including the research and development thereof) of the Company, with which I worked directly or indirectly during my appointment by the Company or about which I acquired Proprietary Information during my appointment by the Company.

6. REASONABLENESS OF RESTRICTIONS.

6.1 I agree that I have read this entire Agreement and understand it. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company’s legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

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6.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and the Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

6.3 If the court declines to enforce this Agreement in the manner provided in subsection 7.2, I and the Company agree that this Agreement will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

7. NO CONFLICTING AGREEMENT OR OBLIGATION. I represent that I have the authority to execute this Agreement and that the terms and conditions of this Agreement do not conflict with any other agreement or obligation that I currently have or have had related to this appointment. During the period of this appointment, I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

8. MAINTAINING AND RETURNING COMPANY PROPERTY. I agree that all documentation, whether in hard copy or electronic format, relating to the business of the Company, whether prepared by me or otherwise accessible by me and whether or not containing Proprietary Information, shall remain the sole and exclusive property of the Company and shall not be removed from the Company's premises under any circumstances whatsoever, at any time during or after appointment, without the prior written consent of the Company. Upon completion of the period of this appointment as Guest Researcher, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement or other documentation if requested to do so by the Company.

9. LEGAL AND EQUITABLE REMEDIES.

9.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company and the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

9.2 I agree that if the Company is successful in whole or in part in any legal or equitable action against me under this Agreement, the Company will be entitled to payment of all costs, including reasonable attorney's fees, from me.

9.3 In the event the Company enforces this Agreement through a court order, I agree that the restrictions of Section 6 will remain in effect for a period of twelve (12) months from the effective date of the Order enforcing the Agreement.

10. NOTICES. Any notices required or permitted under this Agreement will be given to me at my home address in Company records at the time notice is given and to the Company, labeled "Attention: Office of the General Counsel," at its headquarters address at the time notice is given. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. PUBLICATION OF THIS AGREEMENT TO SUBSEQUENT EMPLOYER OR BUSINESS ASSOCIATES OF EMPLOYEE.

11.1 I agree to inform the Company of all appointment and business ventures which I enter into while the restrictions described in Section 6 of this Agreement are in effect and I also authorize the Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

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12. GENERAL PROVISIONS.

12.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of Maryland as such laws are applied to agreements entered into and to be performed entirely within Maryland between Maryland residents. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in Virginia for any lawsuit filed there against me by Company arising from or related to this Agreement.

12.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

12.4 Survival. The provisions of this Agreement will survive the termination of my appointment, regardless of the reason, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

12.5 Appointment At-Will. I agree and understand that nothing in this Agreement will change my at-will appointment status or confer any right with respect to continuation of appointment by the Company, nor will it interfere in any way with my right or the Company's right to terminate my appointment at any time, with or without cause or advance notice.

12.6 Subject Headings. The subject headings of this Agreement are included for the purpose of convenience only, are not a part of this Agreement, and shall not affect the construction or interpretation of any of its provisions.

12.7 Waiver. No waiver by the Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement will be construed as a waiver of any other right. The Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.8 Compliance with Rules, Regulations. I agree that while on FNLCR premises, I will conform to all applicable administrative instructions and requirements imposed by Company, including all regulations and procedures concerning conduct, safety, patient care and animal care.

12.9 Health Insurance. I agree that I will obtain or have obtained, prior to the beginning of this appointment as Guest Researcher, health insurance coverage and that I am solely responsible for the costs of any insurance obtained. I acknowledge that as a Guest Researcher, I am not entitled to any benefits, including but not limited to health insurance or other benefits, that are offered to Company employees.

12.10 Waiver for Injury. I agree to waive any and all claims for compensation from the Company for any injuries that are sustained by me during the period of this appointment as Guest Researcher. This waiver shall not apply to the extent a court of competent jurisdiction has determined that Company was solely liable for the damages arising from said claim.

12.11 Immigration Status. When applicable, if I am not a U.S. citizen or permanent resident, I agree to provide documentation and evidence of valid non-immigrant status and other information supporting immigration status during the period of this appointment.

12.12 Advice of Counsel/Institutional Authorization. I acknowledge that in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel and I have read and understood all of the terms and conditions of this Agreement. This Agreement will not be construed against any party by reason of drafting or preparation of this Agreement. When applicable, I have had my institution review and approve my execution of this Agreement as acknowledged and agreed below.

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12.13 Entire Agreement. Unless otherwise agreed upon in writing, this Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us; provided, however, prior to the execution of this Agreement, if the Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Other than the Chief Executive Officer of the Company, no other employee, agent or representative of the Company is authorized to modify the terms of this Agreement. Furthermore, any modification or amendment made by the Chief Executive Officer of the Company shall become effective only after being memorialized in writing by the Corporate Legal Department of the Company or designee and signed by the party to be charged.

Agreement information

1. This Agreement will be effective as of (enter date)	2. Period of Appointment (enter period of appointment)
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By my signature below I acknowledge that I have read this Agreement carefully and understand its terms

Guest Researcher Information

3. First Name	4. Last Name
5. Signature	

If applicable, Institutional Approval:

By my signature below I have acknowledged and agreed

Chief Executive Officer or Designee

6. First Name	7. Last Name
8. Signature	9. Title

Proprietary Information, Inventions, and Non-solicitation Agreement – Guest Researcher – Instructions

1. Enter the date this Agreement will be effective.
2. Enter period of appointment.

By my signature below I acknowledged that I have read this Agreement carefully and understand its terms

3. First name of guest researcher.
4. Last name of guest researcher.
5. Signature of the guest researcher.

If applicable, Institutional Approval: by my signature below I have acknowledged and agreed

6. First name of Chief Executive Officer or designee.
7. Last name of Chief Executive Officer or designee.
8. Signature of the Chief Executive Officer or designee.
9. Title of Chief Executive Officer or designee of the Guest Researcher's home institution.