



## Work Product Agreement

All Quintiles employees are expected to sign the attached Work Product Agreement as a condition of continued employment. This Agreement clarifies the ownership of work product created by employees while employed by Quintiles.

**Please print, sign, date, and return the attached Work Product Agreement to head of the Human Resources Department within ten (10) days of receipt or hire.**

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### WORK PRODUCT AGREEMENT

As a condition of my employment with Quintiles Transnational Corp. or any of its subsidiaries or related entities (the "Company"), I agree to this Work Product Agreement ("Agreement") as follows:

As used in this Agreement, "Work Product" shall mean the data, materials, documentation, computer programs, inventions (whether or not patentable), picture, audio, video, artistic works, and all works of authorship, including all worldwide rights therein under patent, trademark, servicemark, copyright, trade secret, confidential information, or other property right, created or developed in whole or in part by me, while employed by the Company.

I agree that all Work Product shall be considered work made for hire by me and owned by the Company. If any of the Work Product may not, by operation of law, be considered work made for hire by me for the Company, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in the Company, I hereby assign to the Company, and upon the future creation thereof automatically assign to the Company, without further consideration, the ownership of all Work Product. I agree to promptly disclose in writing full information concerning any Work Product and to perform, during or after my employment, such further acts as may be necessary or desirable to transfer, perfect, and defend the Company's ownership of the Work Product that are reasonably requested by the Company.

Notwithstanding the foregoing, this Agreement shall not require assignment of any inventions that: (i) I developed entirely on my own time without using the Company's or any client of the Company's equipment, supplies, facilities, trade secrets or confidential information; and (ii) that do not relate to the Company's or the Company's clients' business or actual or anticipated research or development or result from any work performed by me for the Company or any client of the Company.

The provisions of the Agreement will in no way act to diminish my obligations to the Company or any client of the Company under any other agreement or agreements related to confidentiality or work product previously executed by me or which I may execute in the future or simultaneously with this Agreement.

The provisions of this Agreement are severable and if any shall be found unreasonable or invalid by a court of law, such finding shall not affect the validity of any of the remaining provisions.

This Agreement applies from the time of the beginning of my service with the Company. It does not create or obligate either party to any period of employment and in the absence of a written employment contract, my employment shall be "at will".

The terms of this Agreement may not be altered, waived, or modified except by express written amendment, signed by me and an authorized representative of the Company.

I acknowledge that the remedy at law for any breach of this Agreement by me will be inadequate, and the Company shall also be entitled to injunctive or equitable relief, and the Company's costs and attorney fees.

ACCEPTED AND AGREED:

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Employee Signature

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Employee Name (please print)

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Date

**Author:** Michele Hilmey  
**Date:** 19 MAY 2004, 8:54 PM