Please Read the Following Before Submitting Your Invention

The patentability of any invention is subject to legal requirements. Among these legal requirements is the timely submission of an application. If you believe you have invented something, then you should consult an attorney to understand the laws concerning the protection of an invention through a patent. The United States reformed its regime of patent laws through the America Invents Act, which became fully effective March 16, 2013. Under this new regime, the United States protects applicants who are the "first inventor to file". The net effect of this new regime is to put a duty on applicants for patents to not delay and put their rights to a patent at risk. Submission of your invention to Medtronic does not protect any rights you might have to a patent for your invention. By submitting your invention to Medtronic you hereby waive any and all claims relating to any loss of rights to file a patent application or secure a patent due to any delays during the evaluation period by Medtronic of your submission. Please consult with an attorney to understand the laws and standards for protecting your invention through a patent(s). Medtronic encourages you to file a patent application on your invention with the United States Patent and Trademark Office before submitting your invention to Medtronic for evaluation.
Please send your invention submission with the signed Medtronic Outside Submission Agreement, the enclosed Invention Disclosure form, and any attachments to:

Medtronic
Patent Department, M/S LC340
710 Medtronic Parkway NE
Minneapolis, MN 55432-5604

Please note that any invention submitted without an accompanying Outside Submission Agreement will be considered a non-confidential invention submission with all rights waived, which Medtronic is free to use as it deems appropriate. Medtronic, in its sole discretion, reserves the right to designate and render any submitted invention disclosure incomplete. Further, an incomplete invention disclosure may be returned without review.
INTRODUCTION

If you have an invention you believe may be of interest to Medtronic for evaluation, this brochure describes a procedure for submitting it to Medtronic. We welcome the opportunity to review your invention. Please be sure to follow the procedure and use the forms provided in this booklet.

The term “invention” or “concept” as used in this brochure refers to the material you submit to Medtronic. This does not imply that Medtronic considers your submission to be new, useful, non-obvious, and/or patentable.

PROCEDURES

To enable Medtronic to promptly review your invention, please follow the following steps.

Step 1. Invention Documentation
Completely document your invention with sketches, illustrations, narratives, explanations, any analysis that precisely and accurately describes your invention, and how it is structured and works.

Step 2. Your Own Assessment
Assess the potential interest of Medtronic in your invention by answering the following questions.

If the answer to all three questions is yes, then go to Step 3.

Q1 Does it apply to any of Medtronic’s products, services, or therapies? If not, it is very unlikely Medtronic will be interested. You may want to visit our website at www.medtronic.com for information about Medtronic’s current products, services, and therapies to help you answer this question.

Q2 Is it more than a mere idea? We receive many ideas that are just conjectures or notions for a new feature, with no structural elements organized/designed to provide that feature. Patents usually can only be obtained for methods, process and/or structures which enable the feature, not for the idea of the feature itself.

Q3 Is your invention new? For example, a search of published patents, products, and literature (“prior art”) has not uncovered a similar invention, or a knowledgeable person in that technological field believes your invention is new.

Step 3. Invention Submission
Medtronic requires that an invention submission be prepared using Medtronic’s Invention Disclosure Form and Outside Submission Agreement, both of which are included in this brochure. To ensure that you agree with Medtronic’s terms and conditions for acceptance of your invention submission, we require that your submission be accompanied by a signed and dated copy of the Medtronic Outside Submission Agreement.
Please note: Any submissions you make must be consistent with the instructions provided in this brochure and will be considered confidential. Medtronic will not review an incomplete invention disclosure submission and may return it back to you without review. Medtronic may keep a copy of your incomplete invention disclosure for our records. To the extent that your submission is complete Medtronic will hold your invention disclosure submission as confidential information (as defined in the Outside Submission Agreement). Complete invention disclosure submission will be held in confidence for one year from the date of submittal. Additional information regarding the content and quality of your submission may be acquired from the USPTO website: http://www.uspto.gov We further encourage you to consult a patent attorney regarding the adequacy of your invention disclosure and associated rights.

Step 4. Medtronic Assessment

Medtronic strives to promptly and courteously respond to each invention submission; however, because the ability to obtain a patent may depend on prompt filing of a patent application, do not wait for Medtronic to make a decision on your submission. We strongly suggest that you file a patent application prior to submitting your invention disclosure to Medtronic. Because our assessment and review cycle could take time Medtronic will not be liable or responsible for any loss of rights you may suffer due to delays in the evaluation process. As indicated above, we highly recommend that you consult a patent attorney before submitting your invention to Medtronic.

Medtronic uses several internal procedures to review your invention, sometimes requiring substantial time. Should Medtronic be interested in your invention, we will contact you or your legal representative to discuss arrangements to obtain legal rights to the invention.

Step 5. Medtronic Decision

Medtronic will inform you of the decision on your disclosure using mail, email or other forms of contact, as provided.

SOME IMPORTANT POINTS

1. Medtronic invests strategically in research and development to generate innovative solutions and develop new and useful products. Because of our culture of innovation, we continuously work on various innovation programs to improve our products or enter new markets. In this venture we have several ideas or inventions in our possession. Thus some ideas or inventions we receive may have been previously disclosed to Medtronic by others or developed by Medtronic in-house, but may not yet have been included in a marketed product. Medtronic assumes no obligation to inform you of any knowledge or discoveries it has about inventions that are the same or similar to your invention. Further, by receiving and evaluating your invention, Medtronic is not representing or in any way implying that your invention is new, useful, non-obvious, and/or patentable.

2. Medtronic is under no obligation to use any or all inventions submitted by inventors from outside. Generally, the criteria for Medtronic to be interested in a submitted invention disclosure is to find a good business fit, and a potential for implementation in a marketable product, among other factors and considerations. The decision to pursue or reject an invention disclosure is completely discretionary on the part of Medtronic.

3. Before you submit your invention disclosure to Medtronic, we suggest that you consult a patent attorney for professional advice. If your invention is the subject of a patent application already filed, review of your invention can be done more rapidly. It should also be noted that even if Medtronic obtains access to your invention it may not end up being developed into a product. Many factors influence whether your invention will make its way to the marketplace, including the technical risks involved, the amount of investment capital required, the time to market, and a variety of other market and business considerations.
4. Medtronic will keep and retain all documents, samples, models, and/or any similar related material submitted by you and is under no obligation to return them. Keep a duplicate copy of everything you provide to Medtronic.

5. You are free to submit your invention to other parties. We request that you not disclose that Medtronic is reviewing your invention. We further request that you maintain all communications with Medtronic confidential.

6. Disclosure of an invention to any Medtronic employee outside the procedures outlined herein does not establish any obligation or legal liability by Medtronic.

7. You must represent to Medtronic that, to the best of your knowledge, you are the person(s) who solely conceptualized and created the invention, that you are the inventor(s), that you are not under any duty to assign your invention to another, that you are the owner(s) of the invention, that you have not assigned the invention to another, that there are no pending or anticipated claims against the invention, and that you have the full ownership right to negotiate with Medtronic concerning your invention.

8. You must disclose to Medtronic any public oral or written disclosure of the invention to any person or company, including the nature of the disclosure, the parties involved, and the date of the disclosure.

9. Medtronic assumes no obligation to act in a consultative capacity regarding patentability, ownership, or commercial or potential value of your invention.

10. If you are less than 18 years old, a parent or legal guardian must sign on your behalf any agreements with Medtronic.

11. This brochure does not address all terms and conditions and is subject to change at any time. Medtronic reserves the right to change, modify, or amend this brochure in whole or in part. Rely only on written, signed agreements with Medtronic.

If you have submitted an invention to Medtronic, thank you, and we look forward to reviewing your invention.
Step 1
Invention Conceptions
(Full documents)

Step 2
Invention Conceptions
(Assess match)

Doesn’t appear to fit Medtronic’s products or interests. 
*Do Not Submit.*

Appears to fit Medtronic’s products or interests. 
*Proceed.*

Step 3
Invention Submission

Step 4
Internal Medtronic Assessment

Step 5
Medtronic Decision 
(communicated to Discloser)
OUTSIDE SUBMISSION AGREEMENT
(For each invention, please fill out a separate Outside Submission Agreement)

This agreement is between Medtronic, Inc. (“Medtronic”) and ________________________ (“Discloser”), and becomes effective as of the last date indicated below (“Effective Date”) and will remain in effect for one (1) year after the Effective Date (“Term”). Discloser wishes to submit in writing to Medtronic the unsolicited disclosure materials entitled: _______________________ (the invention disclosure hereinafter “Disclosure”).

1. This Disclosure is being submitted to evaluate Medtronic’s interest in licensing or purchasing the legal rights to the Disclosure.

2. This Disclosure submission (hereinafter “Submission”) is made under the following terms and conditions:

   **Confidential:** This Submission is accepted as confidential and during the Term, Medtronic shall disclose the Submission only to employees and consultants of Medtronic and only for the purpose(s) indicated above. During the Term, Medtronic shall use the same degree of care to keep the Submission confidential that it employs with respect to Medtronic information of like importance. After the Term, Medtronic shall have no obligation to keep the Submission confidential. Further, Medtronic shall have no obligation during or after the Term to keep confidential any information that:
   
   a. Is now or becomes publicly available through no fault of Medtronic;
   
   b. Is released without restriction to Medtronic by Discloser in writing;
   
   c. Is lawfully obtained from third parties without obligation of confidentiality;
   
   d. Was known to Medtronic prior to receipt of the Submission or was developed by or for Medtronic independently of the Submission;
   
   e. Is inadvertently disclosed by a Medtronic employee or consultant who has no direct or indirect knowledge of this Agreement; or
   
   f. Medtronic is required by law to disclose.

3. Discloser understands and acknowledges that Medtronic is engaged in extensive research and development activities and there is a possibility that the Submission duplicates, or is similar to, a Submission by someone else, or subject matter that has been developed independently by or for Medtronic. Discloser also understands and acknowledges that many inventions in the medical device industry are not patented and/or are not patentable, are generally known in the industry and/or are in the public domain. Also, many other inventions are covered by patents and are therefore owned by others. Discloser understands and acknowledges that the Submission may already be in the public domain or owned by someone else even if Discloser is not aware of such facts. Discloser also understands and acknowledges that Medtronic retains all rights and privileges to develop, improve, and market technologies and products which are competitive or similar to the Submission, and nothing herein implies or constitutes a covenant not to compete.

4. Discloser agrees that Discloser will receive no compensation from Medtronic for the Submission. If requested, Discloser agrees to assist Medtronic in the evaluation of the Submission by responding to reasonable inquiries without compensation.
5. Discloser agrees that Medtronic may evaluate the Submission in any manner at the sole discretion of Medtronic. Any analysis, test data, report or other information developed by Medtronic during the evaluation will be the property of Medtronic, and may or may not be fully released to Discloser at the discretion of Medtronic. Discloser agrees that suggestions made or information provided by Medtronic with respect to the Submission shall be owned solely by Medtronic. This agreement applies to the original Submission and to any future material(s) submitted which are additional and/or incidental to the original Submission.

6. Discloser agrees that the Submission shall be complete and fully informative. If the Submission is incomplete it may be returned back to the submitter by Medtronic. For the purpose of this agreement, an incomplete submission means a disclosure missing sufficient details, and/or lacking a fully completed outside submission agreement for each disclosure submitted.

7. Discloser agrees that the Submission may be permanently retained by Medtronic for archival record keeping purposes.

8. This Agreement grants Medtronic no option or right to obtain any rights or a license in and to the Submission. A written agreement signed by an authorized representative of Medtronic will be required for Medtronic to acquire any rights or license in and to the Submission. Discloser therefore agrees that Medtronic will not be bound by any oral statements made by representatives of Medtronic. Discloser and Medtronic understand and acknowledge that each party is under no obligation with respect to the Submission, except as expressly provided in this Agreement.

9. Unless and until Medtronic agrees in writing to acquire rights or a license in and to the Submission, (a) Discloser is free to disclose to others for their evaluation or to publish the Submission, and (b) matters such as legal ownership of the Submission, legal protection for the Submission, or how to sell or license the Submission are entirely the responsibility of Discloser. Discloser further agrees not to make any decisions in reliance on any possible, future agreements with Medtronic, regardless of any oral or written statements made by Medtronic representatives regarding the Submission, or Medtronic’s evaluation of or interest in the Submission.

10. Discloser represents and warrants that (a) he/she individually is of legal age; (b) he/she is the owner(s), has appropriate legal rights, or is expressly empowered to represent the sole owner(s) of the Submission, and (c) there are no conflicting agreements that restrict the Submission, assignment, sale or license of rights (including, without limitation, patent rights) in the Submission to Medtronic.

11. Discloser represents and warrants that (a) unless he/she is a lawful permanent resident of the United States, he/she is not a national or resident of Cuba, Iran, Sudan, Syria or North Korea or (b) he/she is not identified on the U.S. Treasury Department’s list of Specially Designated Nationals and Blocked Persons or the U.S. Department’s Denied Persons List.
12. This Agreement is effective as of the Effective Date (provided it is signed by authorized representatives of both parties), and shall expire after the Term. This Agreement shall be governed by the laws of the State of Minnesota, without application of any conflicts of laws provisions thereof. This Agreement forms the entire agreement between the parties for the submission and evaluation of the Submission. This Agreement may not be amended except in a writing signed by both parties.

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* For submissions that have multiple inventors, please add the joint inventor's contact information on a separate sheet and attach it to the Invention Disclosure Form. Please have the additional inventor(s) sign and date the added information.
INVENTION DISCLOSURE FORM

Discloser’s Name and Address:

1. Title of Invention:

2. Abstract of the invention including structure and/or method and process (250 words or less):

3. Medtronic business unit(s) to which the invention relates, if known:
   [ ] Cardiac Rhythm Disease Management
   [ ] CardioVascular
   [ ] Diabetes
   [ ] Neurological
   [ ] Spinal
   [ ] Surgical Technologies
   [ ] Other ________________________________

4. Please describe in detail the problem(s) your invention solves, how others have addressed this problem, and the advantages and/or novelty of your invention over presently known devices/systems/processes/methods. Also, please list and/or attach copies of known relevant past work (by Medtronic or others) including any patents, publications, and/or other background materials (e.g., similar devices or products). Attach additional pages if needed.
5. Please provide a complete description of your invention and its operation including all possible uses of your invention. Please include or incorporate copies of any reports, documents, notebook pages, sketches, prints, photographs, and/or illustrations that help support and explain your invention. Attach additional pages if needed.

6. Has the invention been built or tried? If so, where, when, and by whom?

7. Has the invention been sold, offered for sale, used for profit, disclosed in a printed publication, or otherwise made available to the public? If so, what was the approximate date and describe what was made available to the public. If the offer for sale, use or disclosure was not public, explain the circumstances.

This Invention Disclosure Form is provided to Medtronic subject to the terms of the Outside Submission Agreement submitted herewith.

Signature: ________________________________________ Date: ___________

Printed Name: _____________________________________