

EMPLOYEE'S PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

I understand that:

1. Biogen, Inc., a Massachusetts corporation, together with its subsidiaries (hereinafter collectively called the "Company") is engaged in a continuous program of research, development, and production.
2. As part of my employment by the Company I am expected to make new contributions and inventions of value to the Company.
3. My employment creates a relationship of confidence and trust between me and the Company with respect to any nonpublic information applicable to or related to the business of the Company or applicable to or related to the business of any client or customer of the Company, which may be made known to me by the Company or by a client or customer of the Company, or created or learned by me during the period of my employment.
4. The Company possesses and will possess information that has been created, discovered, developed, or otherwise become known to the Company (including without limitation information created, discovered, developed, or made known by me) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged or will engage and is not generally known to the public. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, nonpublic patent applications, formulas, data, know-how, improvements, inventions, techniques, biological materials, marketing plans, strategies, forecasts, and customer lists.

In consideration of my employment or continued employment, as the case may be, and the compensation received by me from the Company from time to time, I hereby agree as follows:


1. All Proprietary Information shall be the sole and exclusive property of the Company and its assigns, and the Company and its assigns shall be the sole and exclusive owner of all patents or other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information.
2. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company.
3. I agree that all documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with my employment with the Company shall be and remain the sole property of the Company. I will return and deliver such property and any copies to the Company as and when requested by the Company. Should the Company not so request, I shall return and deliver all such property upon termination of my employment with the Company and I will not take with me any such property or any reproduction of such property upon such termination. If I wish to take copies of any documents, such as laboratory notebooks, I will first request the Company's consent and will not do so without such consent.
4. I agree that during the period of my employment by the Company, I will not, without the Company's express written consent, engage in any employment or activity other than for the Company in any business in which the Company is now or may during the course of my employment become engaged.

5. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulas, biological materials, processes, techniques, know-how, and data, whether or not patentable, which are made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment and which are related to or useful in the business of the Company, or result from tasks assigned me by the Company or result from use of premises, or equipment or materials, possessed, owned, leased, or contracted for by the Company (all said improvements, inventions, formulas, biological materials, processes, techniques, know-how, and data shall be collectively hereinafter called "Inventions").
6. I agree that all Inventions and all patents, copyrights and the like relating thereto shall be the sole and exclusive property of the Company and its assigns, and the Company and its assigns shall be the sole and exclusive owner of all patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I further agree as to all such Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents on said Inventions in any and all countries. To that end I will execute all documents for use in applying for and for obtaining and maintaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or person designated by it. My obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate of such termination for time actually spent by me at the Company's request on such assistance. In the event that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to apply for any such patent or to prosecute any patent application with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by me.
7. I will not bring with me to the Company or use in the performance of my responsibilities at the Company any confidential or proprietary materials or documents of a former employer unless I have obtained written authorization from the former employer for their possession and use.
8. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality that I may have to former employers.
9. I agree that for a period of two (2) years following the termination of my employment with the Company I will not knowingly solicit, entice or persuade any other employee of the Company to leave the services of the Company for any reason, and in connection therewith I will not, directly or indirectly, employ, or be involved in any business venture with, any such employee within one (1) year of termination of employment with Biogen.
10. I also acknowledge that in the event of my breach or threatened breach of my agreements set forth in this agreement, Biogen will suffer irreparable harm and that monetary damages neither will be ascertainable nor adequate to compensate it for such breach. I therefore agree that in the event of my breach or threatened breach of any of my obligations, Biogen in addition to and not in limitation of other rights, shall be entitled to (and I will not oppose) injunctive relief (without any obligation by Biogen to post a bond) in order to restrain any such breach or threatened breach by me.

11. This Agreement shall be effective as of the first day of my employment by the Company.
12. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors, and assigns. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

PRINT NAME: Doctor Gilmore Neil Oneill

SIGNATURE: 

DATED: 4.22.03

ACCEPTED AND AGREED TO:

BIOGEN, INC. 

BY: 

DATED: 4/28/03