

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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MYLAN PHARMACEUTICALS INC.,  
Petitioner,

v.

MERCK SHARP & DOHME CORP.,  
Patent Owner.

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Case No. IPR2020-00040  
U.S. Patent No. 7,326,708

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**DECLARATION OF RUSSELL R. FERLITA**

## *DECLARATION OF RUSSELL R. FERLITA*

I, Russell R. Ferlita, hereby declare as follows:

### **I. INTRODUCTION**

1. I am a named inventor on U.S. Patent No. 7,326,708 (“the ’708 patent”). I understand that Merck Sharp & Dohme Corp. (“Merck”) is the owner and assignee of the ’708 patent.

2. I was a Research Chemist at Merck from September 2000 to August 2005. As a part of my onboarding process at Merck in approximately September 2000, I recall signing a Conditions of Employment Document, the first page of which is attached as Appendix A, under which I agreed that all inventions and technical or business innovations, strategies or methodologies, developed or conceived by me, solely or jointly with others during the period of my employment (1) that are along the lines of the activities, operations, work or investigations of Merck or its affiliates to which my employment relates or as to which I may receive information due to my employment, or (2) that results from or are suggested by any work which I may do for Merck shall be the Merck’s property.

3. I understood upon joining Merck and throughout my employment that, as a condition of my employment, I was obligated to assign all inventions from my work at the company to Merck.

4. I understood that the subject matter of the ’708 patent attributable to me fell under this assignment obligation. On May 10, 2004, I therefore executed

***DECLARATION OF RUSSELL R. FERLITA***

an agreement assigning my entire right, title, and interest in my inventions described in the '708 patent to Merck.

\* \* \*

I hereby declare that all statements made herein of my own knowledge true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: 02 Feb 2020

  
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Russell R. Ferlita

# APPENDIX A

# MERCK & CO., INC.

## CONDITIONS OF EMPLOYMENT FOR NON-UNION EMPLOYEES

The purpose of this statement is to define the conditions which a new employee accepts when joining Merck & Co., Inc., or its subsidiaries, ("the Company"). The employee's signature indicates an understanding of this statement and an agreement by the new employee to abide by it.

1. I will abide by all the policies and regulations of the Company (and will participate in the various employee benefit Plans offered to me when requested to do so by the Company).
2. I will devote my best efforts to the service of the Company, I will perform to the best of my ability such duties as may be assigned to me, and I will not engage in other employment and/or activities that conflict with or impair my obligations as an employee of the Company.
3. I will not, during or any time after the period of my employment by the Company, use for myself or others or divulge or convey to others any information, knowledge, data or property relating to the Company's business, developed, learned or in any way obtained by me during the course of my employment other than published material properly in the public domain, unless authorized by the Company in writing or by established Company procedures. This includes, but is not limited to information, knowledge, data or property concerning any process, apparatus or product manufactured, used, developed, investigated or considered by the Company.
4. All memoranda, notes, records, papers or other documents (and all copies thereof) relating to the Company's business and all property associated therewith (such as but not confined to organisms, compounds, and models) in any way authored or obtained by me while employed by the Company, including any copyright therein, shall be the Company's property, and will not be removed from the Company premises without written authorization from the appropriate supervisor, and shall be delivered by me to the Company on termination of employment or at any time on the Company's request together with my written certification of compliance. This includes but is not limited to such documents and property concerning any process, apparatus or product manufactured, used, developed, investigated or considered by the Company.
5. All manuals, handbooks, employee identification cards and passes, credit cards and other similar items of Company property will be surrendered by me to the Company promptly on my termination of employment. I understand that I have the right to retain copies of Summary Plan Descriptions describing the Company's benefits plans after my termination from employment.
6. All inventions and technical or business innovations developed or conceived by me solely or jointly with others during the period of my employment (1) that are along the lines of the activities, operations, work or investigations of the Company or its affiliates to which my employment relates or as to which I may receive information due to my employment, or (2) that result from or are suggested by any work which I may do for the Company shall be the Company's property.