

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7850108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYNTHIA CLAGUE	03/03/2011
RECEIVING PARTY DATA	
Name:	MEDTRONIC, INC.
Street Address:	710 MEDTRONIC PARKWAY
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55432
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18154100
CORRESPONDENCE DATA	
Fax Number:	(703)712-8525
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(703)712-8531
Email:	rs.patents.two@medtronic.com, msatorre@medlerferro.com
Correspondent Name:	MEDTRONIC VASCULAR, INC.
Address Line 1:	3576 UNOCAL PLACE
Address Line 4:	SANTA ROSA, CALIFORNIA 95403
ATTORNEY DOCKET NUMBER:	C00015510US01CON_0761US2
NAME OF SUBMITTER:	NICOLE KRAMER
SIGNATURE:	/Nicole Kramer/
DATE SIGNED:	03/16/2023
Total Attachments: 10	
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EMPLOYEE AGREEMENT

INTRODUCTION

Medtronic and the undersigned Employee recognize it is important that Medtronic protect its rights with respect to its confidential business and product information, inventions, and customer relationships without unduly impairing the Employee's ability to pursue his/her profession. Medtronic and the Employee also recognize that Medtronic provides valuable training to Employee, entrusts Employee with confidential information, business and customer relationships and goodwill, and compensates Employee to support, develop, administer, maintain, promote, market and/or sell Medtronic products.

Accordingly, Employee enters into this Agreement in consideration for the following: (i) Medtronic's offer of employment or continuing employment and the benefits associated with that employment; (ii) Medtronic's promise of granting Employee access to confidential information necessary to perform Employee's duties; (iii) Medtronic's actual grant to Employee of access to confidential information necessary to perform the Employee's duties; (iv) Medtronic's promise to provide Employee valuable training, (v) Medtronic's actual provision of training to Employee; (vi) Medtronic's promise to provide Employee access to Medtronic's business and customer relationships and goodwill; (vii) Medtronic's actual provision to Employee of access to Medtronic's business and customer relationships and goodwill; (viii) Medtronic's obligations to the Employee contained in this Agreement; (ix) or other consideration which the Employee acknowledges was received and was sufficient consideration for the promises in this Agreement.

SECTION 1: DEFINITIONS

PLEASE NOTE: Terms that are CAPITALIZED have the following defined meaning whenever used in this Agreement:

1.1 COMPETITIVE PRODUCT means goods, products, product lines or services, and each and every component thereof, developed, designed, produced, manufactured, marketed, promoted, sold, supported, serviced, or that are in development or the subject of research by anyone other than MEDTRONIC that are the same or similar, perform any of the same or similar functions, may be substituted for, or are intended or used for any of the same purposes as a MEDTRONIC PRODUCT.

1.2 COMPETITIVE RESEARCH AND SUPPORT means any research, development, analysis, planning or support services of any kind or nature, including without limitation theoretical and applied research, or business, technical, regulatory or systems research,

analysis, planning or support, for a **CONFLICTING ORGANIZATION** that is intended for, or may be useful in, assisting, improving or enhancing any aspect of the development, design, production, manufacture, marketing, promotion, sale, support or service of a **COMPETITIVE PRODUCT**.

1.3 CONFIDENTIAL INFORMATION means any information relating to MEDTRONIC's business, including a formula, pattern, compilation, program, device, method, technique, system, plan, or process, that the Employee learns or develops during the course of Employee's employment by MEDTRONIC that derives independent economic value from not being generally known, or readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use. **CONFIDENTIAL INFORMATION** includes but is not limited to trade secrets and **INVENTIONS** and, without limitation, may relate to research; development; experiments; clinical investigations; clinical trials; clinical and product development results and data; engineering; product specifications; computer programs; computer software; hardware configurations; manufacturing processes; compositions; algorithms; know-how; methods; machines; management systems and techniques; strategic plans; long-range plans; operating plans; organizational plans; financial plans; financial models; financial projections; nonpublic financial information; business, financial, planning, and strategic systems and methods; operating systems; information systems; acquisition and divestiture goals, plans, strategies or targets; regulatory strategies, plans and approaches; quality control systems and techniques; patent and intellectual property strategies, plans and approaches; vendor and customer data; employee and personnel data; human resources goals, plans and strategies; human resource management techniques; sales volumes; pricing strategies; sales and marketing plans and strategies; contracts and bids; and any business management techniques that are being planned or developed, utilized or executed by MEDTRONIC.

1.4 CONFLICTING ORGANIZATION means any person (including the Employee) or entity, and any parent, subsidiary, partner or affiliate (regardless of their legal form) of any person or entity, that engages in, or is about to become engaged in, the development, design, production, manufacture, promotion, marketing, sale, support or service of a **COMPETITIVE PRODUCT** or in **COMPETITIVE RESEARCH AND SUPPORT**.

1.5 INVENTION(S) means any and all inventions, discoveries, ideas, processes, writings, works of authorship, designs, developments and improvements, whether or not protectible under the applicable patent, trademark or copyright statutes, generated, conceived or reduced to practice by the Employee, alone or in conjunction with others, while employed by MEDTRONIC.

1.6 MEDTRONIC means Medtronic, Inc., a Minnesota corporation with its principal place of business in the State of Minnesota, and all of its parents, subsidiaries or affiliated corporations, and their successors and assigns, that exist or may exist during all or any portion of the time this Agreement is in effect.

1.7 MEDTRONIC CUSTOMER(S) means any person, entity or institution, including the employees, agents or representatives who controlled, directed or influenced the purchasing decisions of any such person, entity or institution, to whom or to which Employee

sold, negotiated the sales, supported, marketed or promoted products or services on behalf of MEDTRONIC during the last one (1) year in which Employee was employed by MEDTRONIC.

1.8 MEDTRONIC PRODUCT(S) means any goods, products, or product lines (a) that the services the Employee (or persons under Employee's management, direction or supervision) performed for MEDTRONIC related to, directly or indirectly, during the last one (1) year in which the Employee was employed by MEDTRONIC, including without limitation services in the areas of research, design, development, production, manufacture, marketing, promotion, sales, or business, technical, regulatory or systems research, analysis, planning or support relating to such goods, products, or product lines, or (b) with respect to which Employee at any time received or otherwise obtained or learned CONFIDENTIAL INFORMATION.

SECTION 2: EMPLOYMENT

2.1 Employment At-Will. MEDTRONIC agrees to employ or continue to employ Employee at-will. The parties agree that either party may terminate Employee's employment at any time for any reason. This Agreement is ancillary to at-will employment and does not purport to include all of the terms of, or supersede, that relationship.

2.2 Compensation. The compensation, benefits, and other financial terms and conditions applicable to Employee's employment at the inception of this Agreement are set forth in separate documents provided to Employee. Any changes in the compensation and/or benefits of Employee after this Agreement becomes effective shall not terminate or invalidate this Agreement or affect or impair the validity or enforceability of this Agreement.

2.3 Duties. Employee agrees to diligently, loyally and faithfully perform and discharge the duties assigned to Employee from time to time, and all duties associated therewith, to engage in no activities detrimental to MEDTRONIC's interests, to be familiar with MEDTRONIC policies that relate to Employee's duties, and to abide by MEDTRONIC's policies as they exist from time to time, including, without limitation, MEDTRONIC's policies regarding Code of Conduct, Business Conduct Standards, and CONFIDENTIAL INFORMATION. This Agreement continues in force and effect if the Employee's duties, title, or location of work for MEDTRONIC change after this Agreement becomes effective, and any such change shall not terminate or invalidate this Agreement or affect or impair the validity or enforceability of this Agreement.

2.4 Protection of Former Employer. Employee agrees not to divulge to, or use for the benefit of, MEDTRONIC any proprietary, trade secret, or confidential information of a former employer.

SECTION 3: TRAINING, CONFIDENTIAL INFORMATION AND GOODWILL

3.1 MEDTRONIC's Promises To Employee. MEDTRONIC agrees that: (a) upon commencement of employment it will provide Employee with one or more of the following: appropriate valuable training which may include but not be limited to self-study materials and course work, classroom training, on-the-job training, and other forms of training, MEDTRONIC's valuable business and customer relationships, MEDTRONIC's goodwill, and CONFIDENTIAL INFORMATION; and (b) from time to time throughout the course of Employee's employment, MEDTRONIC will continue to provide training, access to valuable business and customer relationships, goodwill and CONFIDENTIAL INFORMATION to Employee.

3.2 Goodwill. Employee acknowledges that MEDTRONIC owns the goodwill in Employee's relationships with MEDTRONIC CUSTOMERS that Employee maintains or develops in the course and scope of Employee's employment by MEDTRONIC. If Employee owned goodwill in customer relationships when Employee commenced employment with MEDTRONIC, Employee assigns any and all such goodwill to MEDTRONIC, and MEDTRONIC shall become the owner of such goodwill.

3.3 Employee's Use of Training, Business and Customer Relationships, Goodwill and CONFIDENTIAL INFORMATION. MEDTRONIC agrees to provide Employee with valuable training and to entrust Employee with such of MEDTRONIC's valuable business and customer relationships, goodwill and CONFIDENTIAL INFORMATION as is necessary for Employee to discharge Employee's duties. Employee agrees to use such valuable training and to continue to develop such relationships, goodwill and CONFIDENTIAL INFORMATION solely and exclusively for MEDTRONIC's benefit.

3.4 Fiduciary Duties. Employee agrees that Employee shall treat all CONFIDENTIAL INFORMATION, training, business and customer relationships, and goodwill entrusted to Employee by MEDTRONIC as a fiduciary, and Employee accepts and undertakes all of the obligations of a fiduciary, including good faith, trust, confidence and candor, and Employee agrees to use such training and to maintain, protect and develop CONFIDENTIAL INFORMATION, business and customer relationships, and goodwill solely and exclusively for the benefit of MEDTRONIC.

3.5 MEDTRONIC Property. All documents and things provided to Employee by MEDTRONIC for use in connection with Employee's employment, or created by the Employee in the course and scope of Employee's employment by MEDTRONIC, are the property of MEDTRONIC and shall be held by Employee as a fiduciary on behalf of MEDTRONIC. Upon termination of Employee's employment, Employee shall return promptly to MEDTRONIC, without the requirement of a prior demand by MEDTRONIC, all such documents and things, together with all copies, recordings, abstracts, notes, reproductions or electronic versions of any kind made from or about the documents and things or the information they contain.

3.6 Nondisclosure. Employee agrees not to use or disclose any CONFIDENTIAL INFORMATION to or for the benefit of anyone other than MEDTRONIC, either during or after

employment, for as long as the information retains the characteristics described in Section 1.3. Employee further agrees and understands that this provision prohibits Employee from rendering services to a CONFLICTING ORGANIZATION following termination of employment with MEDTRONIC to the extent that Employee would use, disclose or rely upon CONFIDENTIAL INFORMATION or be induced or required to use, disclose or rely upon CONFIDENTIAL INFORMATION during the course of rendering such services. This provision is intended to govern any disclosure outside of MEDTRONIC. Please refer to Medtronic's Global Information Protection Policy for applicable restrictions on sharing Confidential Information with other MEDTRONIC Employees during your employment with MEDTRONIC.

SECTION 4: POST-EMPLOYMENT RESTRICTIONS

4.1 Restrictions on Competition. Employee agrees that while employed by MEDTRONIC, and for two (2) years after the last day Employee is employed by MEDTRONIC, Employee will not be employed by or otherwise perform services for a CONFLICTING ORGANIZATION in connection with or relating to a COMPETITIVE PRODUCT or COMPETITIVE RESEARCH AND SUPPORT. If, however, during the last twelve (12) months of employment with MEDTRONIC, Employee had no management duties or responsibilities and was engaged exclusively in sales activities, including selling, soliciting the sale, or supporting the sale of MEDTRONIC PRODUCTS through direct contact with MEDTRONIC CUSTOMERS, this restriction will be for a duration of only one (1) year after the last day Employee is employed by MEDTRONIC, and will prohibit Employee only from soliciting, selling to, contacting, or attempting to divert business from, whether directly or by managing, directing or supervising others, any MEDTRONIC CUSTOMER on behalf of a CONFLICTING ORGANIZATION in connection with or relating to a COMPETITIVE PRODUCT or COMPETITIVE RESEARCH AND SUPPORT.

4.2 Prohibition on Solicitation of MEDTRONIC Employees. Employee agrees that at all times while employed by MEDTRONIC, and for one (1) year thereafter, Employee will not solicit, cause to be solicited, or participate in or promote the solicitation of any person to terminate that person's employment with MEDTRONIC or to breach that person's employment agreement with MEDTRONIC.

4.3 Post-Employment Disclosure. In the event Employee's employment with MEDTRONIC terminates, Employee agrees that during the term of the restrictions described in Section 4.1, Employee will promptly inform MEDTRONIC of the identity of any new employer, the job title of Employee's new position, and a description of any services to be rendered to that employer. In addition, Employee agrees to respond within ten (10) days to any written request from MEDTRONIC for further information concerning Employee's work activities sufficient to provide MEDTRONIC with assurances that Employee is not violating any of the obligations Employee has undertaken in this Agreement.

SECTION 5: COMPENSATION FOR NON-COMPETITION PERIOD

5.1 Post-Termination Compensation. If Employee is unable to accept a bona fide offer of employment from a new employer solely on account of Section 4.1 and subsequently experiences Economic Hardship as a result thereof, MEDTRONIC will make a Payment to the Employee as provided herein.

5.2 Definitions. In this Section 5, "Payment" means an amount equal to the Employee's Monthly Base Pay minus any Other Compensation the Employee receives or is entitled to receive for each month during which benefits are sought (less applicable state and federal taxes). "Monthly Base Pay" shall be calculated by determining Employee's total salary and commissions (excluding benefits, bonuses, and any indirect or deferred compensation) for the last four (4) full MEDTRONIC fiscal quarters preceding termination of Employee's employment and dividing that amount by twelve. "Other Compensation" means unemployment compensation, severance benefits, and earned income whether received from MEDTRONIC or from any source other than MEDTRONIC. "General Counsel" means the General Counsel of MEDTRONIC or the designee of the General Counsel. "Economic Hardship" results when Other Compensation is less than 75% of Employee's Monthly Base Pay.

5.3 Term. MEDTRONIC's obligation to make the Payments shall terminate upon expiration of the period specified in Section 4.1 or upon MEDTRONIC's written waiver at any time of Employee's obligations under Section 4.1, whichever comes first.

5.4 Requirement of Bona Fide Offer. MEDTRONIC shall be obliged to make an initial Payment provided in Section 5.1 only if (1) Employee provides the General Counsel of MEDTRONIC written confirmation of a bona fide offer of employment within ten (10) days after receipt of the offer by the Employee, and (2) the General Counsel determines that Employee is *unable to accept the offer solely because of Section 4.1*. Upon making such a determination, the General Counsel shall notify the Employee that the Employee is entitled to an initial Payment, provide the Employee with the address to which Employee shall provide the Reports required by Section 5.5, and direct the appropriate MEDTRONIC personnel to make an initial Payment.

5.5 Reporting Requirement. After the General Counsel determines that Employee is entitled to receive an initial Payment, MEDTRONIC will be obliged to make any subsequent Payments only if Employee delivers to the address specified by the General Counsel the following Report by the tenth (10th) day of each month in which the Employee seeks to receive subsequent Payments:

- (a) A statement describing the details of Employee's good faith efforts during the preceding calendar month to find employment consistent with Employee's education, abilities and experience which would not involve violation of Section 4.1 and describing the reasons, if any, that Employee was unable to find such a position.

- (b) A statement by the Employee that the Employee has not violated any provision described in Section 8.3 of this Agreement.
- (c) A statement of the name, address and telephone number of any person or entity from which the Employee received earned income during the preceding calendar month.
- (d) Written evidence (e.g., check stubs, direct deposit notices) of all Other Compensation received by Employee during the preceding calendar month.

If all required information listed above is timely provided and if MEDTRONIC determines that (1) Employee has made adequate good faith efforts under subparagraph (a) above and (2) the Restrictions on Competition in Section 4.1 have resulted in Economic Hardship to Employee, MEDTRONIC will make a Payment to the Employee.

5.6 Right to Waive. MEDTRONIC shall have no obligation to make any Payments provided in Section 5.1 if (1) within ten (10) days after MEDTRONIC is provided a copy of the bona fide written offer of employment by Employee, MEDTRONIC, in its sole and unreviewable discretion, provides a complete or conditional waiver of its right to enforce Section 4.1 as to the specific position described in the bona fide offer of employment or (2) within ten (10) days of making a Payment under Section 5.4 or Section 5.5, MEDTRONIC, in its sole and unreviewable discretion, waives its right to enforce Section 4.1 for the remaining period of the restriction. Such waivers shall be in writing signed by the General Counsel.

SECTION 6: INVENTIONS

6.1 Disclosure. Employee agrees to promptly disclose to MEDTRONIC in writing all INVENTIONS.

6.2 Ownership, Assignment and Recordkeeping. All INVENTIONS shall be the exclusive property of MEDTRONIC. Employee hereby assigns all INVENTIONS to MEDTRONIC. Employee agrees to keep accurate, complete and timely records of Employee's INVENTIONS, which records shall be the property of MEDTRONIC and shall be retained on MEDTRONIC's premises.

6.3 Cooperation. During and after the termination of Employee's employment, Employee agrees to give MEDTRONIC all cooperation and assistance necessary to perfect, protect, and use its rights to INVENTIONS. Without limiting the generality of the foregoing, Employee agrees to sign all documents, do all things, and supply all information that MEDTRONIC may deem necessary to (a) transfer or record the transfer of Employee's entire right, title and interest in INVENTIONS, and (b) enable MEDTRONIC to obtain patent, copyright or trademark protection for INVENTIONS anywhere in the world.

6.4 Attorney-in-Fact. Employee irrevocably designates and appoints MEDTRONIC and its duly authorized officers and agents as attorney-in-fact to act for and in Employee's behalf and stead to execute and file any lawful and necessary documents, and to do all other lawfully permitted acts, required for the assignment of, application for, or prosecution of any United States or foreign application for letters patent, copyright or trademark with the same legal force and effect as if executed by Employee.

6.5 Waiver. Employee hereby waives and quitclaims to MEDTRONIC any and all claims, of any nature whatsoever, which Employee may now have or may hereafter have for infringement of any patent, copyright, or trademark resulting from any INVENTION.

6.6 Future Patents. Any INVENTION relating to the business of MEDTRONIC with respect to which Employee files a patent application within one (1) year following termination of Employee's employment shall be presumed to cover INVENTIONS conceived by Employee during the term of Employee's employment, subject to proof to the contrary by Employee by good faith, contemporaneous, written and duly corroborated records establishing that such INVENTION was conceived and made following termination of employment and without using CONFIDENTIAL INFORMATION.

6.7 Release or License. If an INVENTION does not relate to the existing or reasonably foreseeable business interests of MEDTRONIC, MEDTRONIC may, in its sole and unreviewable discretion, release or license the INVENTION to the Employee upon written request by the Employee. No release or license shall be valid unless in writing signed by MEDTRONIC's Chief Patent Counsel or MEDTRONIC's General Counsel.

6.8 Notice. Pursuant to Minnesota Statutes Section 181.78, Employee is hereby notified that this Agreement does not apply to any INVENTION for which no equipment, supplies, facility or trade secret information of MEDTRONIC was used and which was developed entirely on the Employee's own time, and (1) which does not relate (a) directly to the business of MEDTRONIC or (b) to MEDTRONIC's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Employee for MEDTRONIC.

SECTION 7: GOVERNING LAW, VENUE AND JURISDICTION

7.1 Place of Agreement. Because Medtronic, Inc. is a Minnesota corporation with its principal place of business located in Minnesota, and because it is mutually agreed that it is in the best interests of MEDTRONIC and all of its employees that a uniform body of law consistently interpreted be applied to the employment agreements between MEDTRONIC and all of its employees, this Agreement is deemed entered into in the State of Minnesota between MEDTRONIC and Employee, and the substantive laws of Minnesota and the exclusive jurisdiction of the courts of Minnesota shall be applicable hereto on the terms and conditions specified below.

7.2 Governing Law. The validity, enforceability, construction and interpretation of this Agreement shall be governed by the laws of the State of Minnesota. Employee irrevocably waives Employee's right, if any, to have the laws of any state other than the State of Minnesota apply to this Agreement.

7.3 Venue and Personal Jurisdiction. Any dispute arising out of or related to this Agreement, or any breach or alleged breach hereof, shall be exclusively decided by a state court in the State of Minnesota. Employee irrevocably waives Employee's right, if any, to have any disputes between Employee and MEDTRONIC arising out of or related to this Agreement decided in any jurisdiction or venue other than a state court in the State of Minnesota. Employee hereby irrevocably consents to the personal jurisdiction of the state courts in the State of Minnesota for the purposes of any action arising out of or related to this Agreement.

7.4 Covenant Not to Sue. Employee irrevocably covenants not to sue MEDTRONIC in any jurisdiction other than a state court in the State of Minnesota for the purposes of any action arising out of or related to this Agreement. Employee further agrees not to assist, aid, abet, encourage, be a party to, or participate in the commencement or prosecution of any lawsuit or action by any third party arising out of or related to this Agreement in any jurisdiction or venue other than a state court in the State of Minnesota; provided, however, that nothing herein shall prohibit or restrict Employee from being a witness or otherwise providing evidence in any action pursuant to court order or subpoena.

SECTION 8: OTHER PROVISIONS

8.1 Obligations Unconditional. The obligation of the parties to perform the terms of this Agreement is unconditional and does not depend on the performance or nonperformance of any terms, duties, or obligations not specifically recited in this Agreement. Employee irrevocably waives Employee's right to challenge the enforceability or validity of any portion of this Agreement.

8.2 Waiver. No waiver by MEDTRONIC of any breach of this Agreement by Employee shall be valid unless contained in a writing signed by the General Counsel of MEDTRONIC or the General Counsel's designee. Waiver of any breach of this Agreement shall not constitute, or be deemed, a waiver of any other breach of this Agreement.

8.3 Provisions Survive Termination. To the extent that any provisions of this Agreement apply to the time period after, or require performance or enforcement after, termination of Employee's employment, all such provisions survive the termination of Employee's employment and termination of this Agreement and may be enforced subsequent thereto. Without limiting the generality of the foregoing, Section 1, Sections 3.2, 3.3, 3.4, 3.5 and 3.6, Section 4, Section 5, Section 6 and Section 7 each survive termination of Employee's employment and termination of this Agreement.

8.4 Prior Agreements. Except to the extent provided in Section 8.5, all prior agreements, if any, between MEDTRONIC and Employee relating to any part of the subject

matter of this Agreement are superseded and rendered null and void upon execution of this Agreement by Employee; provided, however, that nothing in this Agreement invalidates, renders null or void, or otherwise affects any term or provision of any MEDTRONIC compensation or benefit plan or any agreements related thereto.

8.5 Application to Employees Who Are Attorneys. This agreement will not be interpreted or enforced so as to conflict with any applicable attorney Rules of Professional Conduct relating to the right of a lawyer to practice law.

8.6 Validity Not Impaired. In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions shall not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, any provisions of any prior agreement between Employee and MEDTRONIC addressing the subject matter of the unenforceable provision shall be deemed to govern the relationship between Employee and MEDTRONIC.

8.7 Transfer or Assignment. MEDTRONIC may transfer or assign its rights and obligations pursuant to this Agreement to its successors or assigns.

8.8 Tolling. In the event Employee breaches or violates Sections 4.1, 4.2 or 4.3 hereinabove, the duration of the restrictions contained therein shall be extended by the number of days the Employee remains in breach or violation thereof. This provision may be specifically enforced.

This Agreement becomes binding and effective on MEDTRONIC and Employee upon signature by Employee.

Date: ~~06/23/2010~~ Mar 3, 2011

Cynthia T Clague
Employee Name (please print)

14114 Cynthia T. Clague
Employee Signature