**HHMI Uniform Consulting Agreement Provisions**

Instructions for use of these provisions:

1. *These provisions may not be altered, except to delete these instructions.*
2. *The following provision must be added to the consulting agreement:*

Attached to this Agreement as Exhibit [A] are the Howard Hughes Medical Institute Uniform Consulting Agreement Provisions (the “Uniform Provisions”). In the event of a conflict between the Uniform Provisions and any other part of this Agreement, or any other agreement that the Consultant executes in connection with the provision of consulting services to the Company, the Uniform Provisions shall govern.

# EXHIBIT [A]

# HOWARD HUGHES MEDICAL INSTITUTE

# UNIFORM CONSULTING AGREEMENT PROVISIONS

1. The Howard Hughes Medical Institute (“HHMI”) employs researchers at its Janelia Research Campus, as well as at major universities, medical schools, research institutes, and hospitals throughout the United States (each, a “Host Institution”). These Uniform Consulting Agreement Provisions (the “Uniform Provisions”) are attached to an agreement (the “Agreement”) under which the HHMI employee identified in the Agreement (the “Consultant”) has agreed to provide consulting services to the company named in the Agreement (the “Company”).
2. The Company acknowledges that the Consultant is an HHMI employee and is subject to HHMI’s policies, including policies concerning consulting, conflicts of interest, and intellectual property. The Consultant’s services for the Company shall consist only of the discussion of ideas and provision of advice; the Consultant shall not direct or conduct research for or on behalf of the Company. The Consultant may disclose to the Company any information that the Consultant would normally freely disclose to other members of the scientific community at large, whether by publication, by presentation at seminars, or in informal scientific discussions. However, the Consultant shall not disclose to the Company information that (i) is proprietary to HHMI or the Host Institution and (ii) is not generally available to the public, except through formal technology transfer procedures.
3. The Company and the Consultant each acknowledge that they have reviewed [HHMI's Consulting for Companies – General Policy](https://hhmicdn.blob.core.windows.net/policies/Consulting-for-Companies-General-Policy) and [HHMI's policy on Consulting for and Equity Ownership in Start-Up and Other Private Companies](https://hhmicdn.blob.core.windows.net/policies/Consulting-for-and-Equity-Ownership-in-Start-Up-and-Other-Private-Companies), available at <https://www.hhmi.org/about/policies/consulting>, and agree to abide by those policies (collectively, the “HHMI Consulting Policies”). The Consultant and the Company shall take any steps necessary to reduce the Consultant’s equity ownership in the Company required to remain in compliance with the HHMI Consulting Policies at all times. Upon HHMI’s request, the Company and the Consultant shall provide information to HHMI that will allow HHMI to confirm compliance with the HHMI Consulting Policies.
4. Subject to paragraph 5, below, the Consultant may assign to the Company any right, title and interest the Consultant may have in any invention, discovery, improvement, or other intellectual property which the Consultant (whether alone or with others) develops (i) during the course of performing consulting services for the Company under the Agreement and (ii) outside the course of the Consultant’s activities as an HHMI employee or a Host Institution faculty member.
5. The Company shall have no rights, priority or advantage, by reason of the Agreement, in any publication, invention, discovery, improvement, proprietary information, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, which arises from any research undertaken by the Consultant as an HHMI employee or a Host Institution faculty member. The Company acknowledges and agrees that nothing in the Agreement affects (i) the Consultant’s obligations to HHMI or the Host Institution; (ii) the Consultant’s research on behalf of HHMI or the Host Institution, including but not limited to transfers (by way of license or otherwise) to third parties of materials or intellectual property developed in whole or in part by the Consultant as part of such research; (iii) the Consultant’s ability to submit and publish the results of HHMI or Host Institution research; or (iv) research collaborations in which the Consultant is a participant.
6. Nothing in the Agreement affects the Consultant’s right to use, disseminate, or publish any information that (i) is or becomes available to the public through no breach of the Agreement by the Consultant; (ii) is obtained by the Consultant from a third party who had the legal right to disclose the information to the Consultant; or (iii) is already in the possession of the Consultant on the date the Agreement becomes effective. In addition, the Company’s confidential information does not include information generated by the Consultant (whether alone or with others) unless the Consultant generated the information (a) in the course of performing consulting services for the Company under the Agreement and (b) outside the course of the Consultant’s activities as an HHMI employee or a Host Institution faculty member. Nothing in the Agreement prevents the Consultant from disclosing the Company’s confidential information to the extent it is required to be disclosed by law, government regulation, or court order, provided that the Consultant takes reasonable steps to provide the Company with sufficient prior notice to allow the Company to consent to the disclosure or seek a protective order.
7. The Company may use the Consultant’s name, and in doing so may cite the Consultant’s relationship with HHMI, so long as any such usage (i) is limited to reporting factual events or occurrences only, and (ii) is made in a manner that could not reasonably constitute an endorsement of the Company or of any Company program, product, or service. However, the Company shall not use the Consultant’s name or HHMI’s name in any press release, or quote the Consultant in any company materials, or otherwise use the Consultant’s name or HHMI’s name in a manner not specifically permitted by the preceding sentence, unless in each case the Company obtains in advance HHMI’s written consent, and, in the case of the use of the Consultant’s name, the Consultant’s consent as well. For purposes of this paragraph, HHMI’s name includes not only Howard Hughes Medical Institute, but Janelia Research Campus, and any abbreviations of those names.
8. The Consultant and the Company acknowledge that (i) the Consultant is entering into the Agreement in the Consultant’s individual capacity and not as an employee or agent of HHMI or the Host Institution, and (ii) HHMI and the Host Institution are not parties to the Agreement and have no liability or obligation under it.
9. If the Agreement is governed by California law,the parties acknowledge and agree that the Agreement is not a contract of employment under California law, and the Consultant is not an employee of the Company for any purpose under California law.
10. The Consultant has the right to terminate the Agreement at any time by providing at least 30 days written notice of termination (or such shorter notice period as may be provided in the Agreement) to the Company.
11. These Uniform Provisions shall be in effect for the full term of the Agreement. Any amendment of the Agreement (including, without limitation, any extension of the Agreement’s term or any change in the consideration to be provided to the Consultant under the Agreement) or any other departure from the terms or conditions of the Agreement is subject to HHMI’s prior written approval and must be signed by the Consultant and an authorized representative of the Company.
12. If any of these Uniform Provisions is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, the Agreement shall terminate as of the date such adjudication is effective.
13. Paragraphs 4, 5, 6, 7, 8, 9, and 13 of these Uniform Provisions survive the expiration or termination of the Agreement.

Last Updated: 02/09/2023