**HHMI Uniform Consulting Agreement Provisions**

**for Venture Capita**l/**Investment Firm Service**

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 for Venture Capital/Investment Firm Service (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 Investment Firm, the Uniform Provisions shall govern.

# EXHIBIT [A]

# HOWARD HUGHES MEDICAL INSTITUTE

# UNIFORM CONSULTING AGREEMENT PROVISIONS

# FOR VENTURE CAPITAL/INVESTMENT FIRM SERVICE

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 for Venture Capital/Investment Firm Service (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 venture capital or other investment firm named in the Agreement (the “Investment Firm”).
2. Any compensation provided to the Consultant in connection with the consulting services may include fixed amounts of cash and equity (such as stock or stock options) but may not include incentive or contingent features, such as bonuses based on performance or upon achievement of scientific or operational milestones of a company in which the Investment Firm is an investor. Receipt of a “carried interest” in the Investment Firm is not considered incentive or contingent compensation for this purpose.
3. The Investment Firm 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 Investment Firm shall consist only of the discussion of ideas and provision of advice; the Consultant shall not direct or conduct laboratory research for or on behalf of the Investment Firm. The Consultant shall have no operational or management functions with the Investment Firm. The Investment Firm’s offering materials, if any, shall be consistent with the terms of these Uniform Provisions and the Agreement in describing the services to be provided by the Consultant.
4. The Consultant may disclose to the Investment Firm any information that the Consultant would normally freely disclose to 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 Investment Firm 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.
5. The Investment Firm 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 Host Institution faculty member. The Investment Firm acknowledges and agrees that nothing in the Agreement shall affect the Consultant’s obligations to HHMI or the Host Institution, the Consultant’s research on behalf of HHMI or the Host Institution, the Consultant’s ability to submit and publish the results of HHMI or Host Institution research, or research collaborations in which the Consultant is a participant, and that the Agreement shall have no effect upon 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 an HHMI employee or Host Institution faculty member.
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 Investment Firm’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 Investment Firm under the Agreement and (b) outside the course of the Consultant’s activities as an HHMI employee or Host Institution faculty member. Nothing in the Agreement prevents the Consultant from disclosing the Investment Firm’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 Investment Firm with sufficient prior notice to allow the Investment Firm to consent to the disclosure or seek a protective order.
7. The Consultant has the right to terminate the Agreement at any time by providing at least thirty (30) days written notice of termination (or such shorter notice period as may be provided in the Agreement) to the Investment Firm.
8. The Investment Firm 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 Investment Firm. However, the Investment Firm 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 Investment Firm 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.
9. The Consultant and the Investment Firm 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.
10. 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 Investment Firm for any purpose under California law.
11. These Uniform Provisions shall be in effect for the full term of the Agreement. The Investment Firm and the Consultant agree that 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 Investment Firm.
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 5, 6, 8, 9, 10 and 13 of these Uniform Provisions shall survive termination of the Agreement.

Last Updated: 02/09/2023