**Uniform Consulting Agreement Provisions**

**for Agreements in Connection with Seminars, Conferences and Talks**

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 Agreements in Connection with Seminars, Conferences and Talks (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 PROVISIONS FOR AGREEMENTS IN CONNECTION WITH

# SEMINARS, CONFERENCES, AND TALKS

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 Provisions for Agreements in Connection with Seminars, Conferences, and Talks (the “Uniform Provisions”) are attached to an agreement (the “Agreement”) under which the HHMI employee identified in the Agreement (the “Speaker”) agrees to participate in a seminar, conference, or delivery of a talk, at or on behalf of the company named in the Agreement (the “Company”).
2. The Company acknowledges that the Speaker is an HHMI employee and is subject to HHMI’s policies, including policies concerning consulting, conflicts of interest, and intellectual property. The Speaker may disclose to the Company any information that the Speaker 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 Speaker 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. Nothing in the Agreement shall affect the Speaker’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 Speaker; (ii) is obtained by the Speaker from a third party who had the legal right to disclose the information to the Speaker; or (iii) is already in the possession of the Speaker on the date the Agreement becomes effective. In addition, the Company’s confidential information does not include information generated by the Speaker (whether alone or with others) unless the Speaker generated the information (a) during the course of performing services for the Company under the Agreement and (b) outside the course of the Speaker’s activities as an HHMI employee or Host Institution faculty member. Nothing in the Agreement prevents the Speaker 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 Speaker 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.
4. 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 Speaker as an HHMI employee or Host Institution faculty member.
5. The Speaker and the Company acknowledge that (i) the Speaker is entering into the Agreement in the Speaker’s individual capacity and not as an employee or agent of HHMI or Host Institution, and (ii) HHMI and Host Institution are not parties to the Agreement and have no liability or obligation under it.

Last Updated: 02/09/2023