[Instructions for use of these provisions:

1. These provisions may not be altered, except to delete these instructions and to properly complete the signature lines.
2. Further to Section 1 below, please add a provision to the consulting agreement to the effect of the following: “*Attached to this Agreement are the Janelia Research Campus, Howard Hughes Medical Institute Uniform Consulting Agreement Provisions (the "HHMI-Janelia Uniform Provisions"). The parties agree that the HHMI-Janelia Uniform Provisions are an integral part of this Agreement and this Agreement shall have no force or effect unless the HHMI-Janelia Uniform Provisions are signed by both parties. In the event of any conflict between this Agreement and the HHMI-Janelia Uniform Provisions, the HHMI-Janelia Uniform Provisions shall govern.*”]

# JANELIA RESEARCH CAMPUS

# HOWARD HUGHES MEDICAL INSTITUTE

# UNIFORM CONSULTING AGREEMENT PROVISIONS

1. The Howard Hughes Medical Institute (“HHMI”) employs researchers, including Group Leaders, Fellows, and Senior Scientists (“Researchers”), at its Janelia Research Campus (“Janelia”). Each Researcher employed by HHMI at Janelia is subject to HHMI’s policies, including policies concerning consulting, conflicts of interest, and intellectual property. These Janelia Research Campus, Howard Hughes Medical Institute Uniform Consulting Agreement Provisions (the “HHMI-Janelia Uniform Provisions”) are attached to an agreement (the “Agreement”) under which a Researcher (the “Consultant”) has agreed to provide consulting services to the company named in the Agreement (the “Company”). The Consultant and the Company agree that the Agreement shall have no force or effect unless these HHMI-Janelia Uniform Provisions are signed by both parties and attached to the Agreement. By signing the HHMI-Janelia Uniform Provisions, the Consultant and the Company agree to abide by them, and also agree that if anything in the Agreement or any other agreement that the Consultant executes in connection with his or her provision of consulting services to the Company is inconsistent with the HHMI-Janelia Uniform Provisions, the HHMI-Janelia Uniform Provisions shall govern.
2. The Agreement shall disclose all compensation of whatever kind that is to be provided to the Consultant in connection with the consulting services. Compensation for consulting 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 the Company.
3. (a) The following applies if the Company’s stock is publicly traded on a securities exchange: The Consultant will at no time hold more than 5 percent of the equity of the Company, as calculated in accordance with [HHMI's Consulting for Companies – General Policy](https://hhmicdn.blob.core.windows.net/policies/Consulting-for-Companies-General-Policy), available at <http://www.hhmi.org/about/policies#consulting>. If equity is to be issued to the Consultant in connection with the provision of consulting services, the Consultant must provide all relevant documents to HHMI for review and approval.

(b) The following applies if the Company’s stock is not publicly traded on a securities exchange: 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 <http://www.hhmi.org/about/policies#consulting>. The Consultant agrees that he or she will, and the Company agrees that Consultant will be permitted to, reduce his or her equity ownership in the Company as necessary in order to remain in compliance with [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) at all times. The Company and the Consultant agree to provide information to HHMI upon request that will allow HHMI to confirm compliance with HHMI’s policies. In addition, Consultant must provide all documents relating to equity ownership that the Consultant will be asked to sign to HHMI for its prior review and approval.

1. 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.
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. In accordance with HHMI policy, 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 and (ii) is not generally available to the public, except through formal technology transfer procedures.
3. Subject to the terms of paragraph 7, 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.
4. The Company shall have no rights by reason of the Agreement in any publication, invention, discovery, improvement, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, which is developed as a result of a program of research financed, in whole or in part, by funds provided by or under the control of HHMI. The Company also acknowledges and agrees that it will enjoy no priority or advantage as a result of the consultancy created by the Agreement in gaining access, whether by license or otherwise, to any proprietary information or intellectual property that arises from any research undertaken by the Consultant in his or her capacity as an employee of HHMI.
5. The Company agrees, at its sole expense, to defend HHMI against, and to indemnify and hold HHMI harmless from, any claim, liability, judgment, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including without limitation reasonable attorneys’ fees and other costs and expenses of defense) relating to a claim or suit by a third party against HHMI, either arising from the Agreement, the Consultant’s performance of services for the Company under the Agreement, or any Company products or services which result from the Consultant’s performance of services under the Agreement.
6. Nothing in the Agreement shall affect 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 (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. Nothing in the Agreement shall prevent 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 acknowledges and agrees that nothing in the Agreement shall affect the Consultant’s obligations to HHMI, the Consultant’s research on behalf of HHMI, the Consultant’s ability to submit and publish the results of HHMI 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.
8. 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 Company.
9. Paragraphs 6, 7, 8, 9, 11, 12, 13, 14 and 15 of these HHMI-Janelia Uniform Provisions shall survive termination of the Agreement.
10. 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.
11. The Consultant and the Company acknowledge that (i) the Consultant is entering into the Agreement and these HHMI-Janelia Uniform Provisions in the Consultant’s individual capacity and not as an employee or agent of HHMI, (ii) HHMI is not a party to the Agreement or the HHMI-Janelia Uniform Provisions and has no liability or obligation under them, and (iii) HHMI is an intended third-party beneficiary of the Agreement and the HHMI-Janelia Uniform Provisions and certain provisions of the Agreement and the HHMI-Janelia Uniform Provisions are for HHMI’s benefit and are enforceable by HHMI in its own name.
12. 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.
13. These HHMI-Janelia Uniform Provisions shall be in effect for the full term of the Agreement. The Company 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 must be signed by the Consultant and an authorized representative of the Company, and also is subject to HHMI’s prior written approval.
14. If any of these HHMI-Janelia 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.

[Name of Company] [must be signed by an authorized representative]

By:

Name:

Title:

Date:

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[Name of Consultant]

Date:

Last Updated: [LastReviewed]