[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 for Venture Capital/ Investment Firm Service (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

# FOR VENTURE CAPITAL/INVESTMENT FIRM SERVICE

1. The Howard Hughes Medical Institute (“HHMI”) employs researchers, including Group Leaders, Fellows, and Senior Scientists (“Researchers”) at its Janelia Research Campus (“Janelia”). These Janelia Research Campus, Howard Hughes Medical Institute Uniform Consulting Agreement Provisions for Venture Capital/Investment Firm Service (the “HHMI-JaneliaUniform Provisions”) are attached to an agreement (the “Agreement”) under which an HHMI Researcher at Janelia (the “Consultant”) has agreed to provide consulting services to the venture capital or other investment firm named in the Agreement (the “Investment Firm”). The Consultant and the Investment Firm agree that the Agreement shall have no force or effect unless these HHMI-JaneliaUniform Provisions are signed by both parties and attached to the Agreement. By signing the HHMI-JaneliaUniform Provisions, the Consultant and the Investment Firm 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 Investment Firm is inconsistent with the HHMI-JaneliaUniform Provisions, the HHMI-JaneliaUniform 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 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 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 HHMI-JaneliaUniform Provisions and the Agreement in describing the services to be provided by the Consultant.
4. 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. In accordance with HHMI policy, 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 and (ii) is not generally available to the public, except through formal technology transfer procedures.
5. The Investment Firm 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.
6. The Investment Firm 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 or the Consultant’s performance of services for the Investment Firm under the Agreement.
7. 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 Investment Firm’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 Investment Firm 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 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
8. The Investment Firm 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.
9. 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.
10. Paragraphs 5-13 of these HHMI-JaneliaUniform Provisions shall survive termination of the Agreement.
11. 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.
12. The Consultant and the Investment Firm acknowledge that (i) the Consultant is entering into the Agreement and these HHMI-JaneliaUniform 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-JaneliaUniform Provisions and has no liability or obligation under them, and (iii) HHMI is an intended third-party beneficiary of the Agreement and the HHMI-JaneliaUniform Provisions and certain provisions of the Agreement and the HHMI-JaneliaUniform Provisions are for HHMI’s benefit and are enforceable by HHMI in its own name.
13. 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.
14. These HHMI-JaneliaUniform 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 must be signed by the Consultant and an authorized representative of the Investment Firm, and also is subject to HHMI’s prior written approval.
15. If any of these HHMI-JaneliaUniform 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 Investment Firm] [must be signed by an authorized representative]

By:

Name:

Title:

Date:

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[Name of Consultant]

Date:

Last updated: [LastReviewed]

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