# JANELIA RESEARCH CAMPUS

# HOWARD HUGHES MEDICAL INSTITUTE

# UNIFORM PROVISIONS FOR AGREEMENTS IN CONNECTION WITH

# SEMINARS, CONFERENCES, AND TALKS

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 Provisions for Agreements in connection with Seminars, Conferences, and Talks (the “HHMI-JaneliaUniform Provisions”) shall be attached to any agreement (the “Agreement”) that covers the participation of an HHMI Researcher (the “Speaker”) in a seminar or conference, or delivery of a talk, at or on behalf of the company named in the Agreement (the “Company”). The Speaker and the Company 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 Speaker and the Company agree to abide by them, and also agree that if anything in the Agreement is inconsistent with the HHMI-JaneliaUniform Provisions, the HHMI-JaneliaUniform Provisions shall govern.
2. The Company acknowledges that the Speaker is subject to HHMI’s policies. In accordance with HHMI policy, 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 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; (iii) is already in the possession of the Speaker on the date the Agreement becomes effective; or (iv) 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. 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 (i) during the course of performing services for the Company under the Agreement and (ii) outside the course of the Speaker’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.
5. The Speaker and the Company acknowledge that the Speaker is entering into the Agreement, and providing services to the Company, in the Speaker’s individual capacity and not as an employee or agent of HHMI, and that HHMI shall have no responsibility whatsoever in connection with the Agreement, including, without limitation, any use by the Company of information obtained from the Speaker in the course of the Speaker’s provision of services under the Agreement.

Signed:

Authorized Representative of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last updated: [LastReviewed]

44003.3