

**Provisions
Recommended for Inclusion in
Consulting Agreements Between
UC Berkeley Faculty and Companies**

UC Berkeley's Office of Intellectual Property & Industry Research Alliances (IPIRA) can provide advice to faculty, postdocs, and grad students who are considering part-time consulting to companies (including startups as well as large corporations). We have a 1-sheet policy FAQ that's optimized for faculty advising startups, but much of that FAQ is applicable to faculty, postdocs and grad students consulting for all types of for-profit companies.

As part of IPIRA's advisory support, this 1-sheet document provides a set of provisions that are recommended as best practices for including in any consulting agreement.

1. Private Contract:

The parties acknowledge that the University of California is not a party to this CONSULTING AGREEMENT and that this CONSULTING AGREEMENT is a private contract between CONSULTANT and COMPANY. UC will exercise no authority or control over CONSULTANT in his/her performance of his/her SERVICES hereunder. As such, CONSULTANT and COMPANY agree that the University of California – including all of its schools, departments, divisions, centers, and affiliates (hereinafter individually and collectively "UC") have no liability or responsibility to either party under this CONSULTING AGREEMENT. The CONSULTANT's contact information, including office address, e-mail address and telephone number at UC may be identified in this CONSULTING AGREEMENT for the purpose of convenient communication between COMPANY and CONSULTANT, but does not alter the fact that this is a private agreement between COMPANY and CONSULTANT.

2. University Obligations:

COMPANY and CONSULTANT recognize that CONSULTANT's primary duty as a full-time UC employee is to UC. COMPANY and CONSULTANT also agree that UC policies and CONSULTANT's obligations to UC will control and be given priority in the event a conflict arises between such policies, obligations and CONSULTANT'S performance of SERVICES under this CONSULTING AGREEMENT. Nothing in this CONSULTING AGREEMENT will restrict CONSULTANT's ability to conduct academic research and other academic activities at, through, or on behalf of UC during or at any time after the term of this CONSULTING AGREEMENT.

3. University Resources:

CONSULTANT will not: (a) use facilities, equipment, materials, funds, or resources owned or administered by UC, or located on any UC premises; or (b) engage or employ students, post-doctoral fellows or similar researchers, or any other employee of UC, to provide SERVICES under this CONSULTING AGREEMENT.

4. University Name:

With the limited exception of citing CONSULTANT's UC title (subject to the conditions outlined below), COMPANY and its affiliates will not use the names, likenesses, or logos of UC in any of their fund-raising or investment documents, publications, websites, advertisements, press releases, or marketing and promotional materials.

5. University Confidential Information:

CONSULTANT may disclose to COMPANY any information that CONSULTANT would normally freely disclose to members of the scientific community at large; however, CONSULTANT will not disclose to COMPANY: (a) information that is proprietary to UC and not generally available to the public other than through formal institutional transactions; or (b) unpublished results of, or data from, research or clinical activity conducted at, by, or on behalf of UC.

6. Company Confidential Information:

With respect to any technical or business information of the COMPANY of a proprietary or confidential nature which is marked or otherwise identified in writing as confidential, which CONSULTANT may obtain from COMPANY in the performance of the SERVICES hereunder or which is developed by CONSULTANT as a direct result of CONSULTANT's SERVICES hereunder (all of such technical and business information being referred to hereinafter as "Company Information"), CONSULTANT retains the right to refuse to accept any Company Information that he/she believes may adversely affect or interfere with his/her work for UC.

7. Publications:

Nothing in this agreement will be construed as prohibiting or otherwise limiting CONSULTANT's ability to publish, submit for publication, or otherwise disclose the results of CONSULTANT's activities as an employee of UC, during or at any time after the term of this CONSULTING AGREEMENT, even if such activities are related to the FIELD defined, and SERVICES provided, hereunder.

8. Intellectual Property:

CONSULTANT agrees to assign to COMPANY any right, title and interest he/she may have in any invention or discovery which: (a) CONSULTANT conceives, develops and reduces to practice solely as a direct result of performing the SERVICES for the COMPANY under this CONSULTING AGREEMENT; and (b) was not generated, in whole or in part, in the course of CONSULTANT's activities as a UC employee, and is not owned by UC or assignable to UC pursuant to UC's Intellectual Property policy. The COMPANY and CONSULTANT acknowledge that CONSULTANT has an obligation to disclose to UC all inventions created by him/her as more fully provided in UC's Intellectual Property policy. COMPANY will have no rights by reason of this CONSULTING AGREEMENT in any publication, invention, discovery or other intellectual property, which is conceived, developed or reduced to practice, in whole or in part, using facilities, equipment or funds of UC or while CONSULTANT was performing work for UC.