

**Policy-Related FAQ  
for UC Berkeley Faculty  
Who are Advising Startups**

UC Berkeley's Office of Technology Licensing (OTL) encourages UC faculty to serve as advisors to companies affiliated with Berkeley's startup accelerators – including SkyDeck, CITRIS Foundry, and QB3 Garage. Advising startups (as well as large companies) can be rewarding, and most issues are typically straightforward to address.

Here's a link to a good summary regarding faculty consulting activities:  
<https://spo.berkeley.edu/guide/consultquick.html>

Here's a link to the definitive, comprehensive document on UC faculty consulting policies:  
[https://vcresearch.berkeley.edu/sites/default/files/inline-files/UCB\\_Consulting\\_Guide\\_FINAL\\_9-19-06-4.pdf](https://vcresearch.berkeley.edu/sites/default/files/inline-files/UCB_Consulting_Guide_FINAL_9-19-06-4.pdf)

To complement those documents, this is a 1-sheet flyer of frequently asked questions that involve UC policy related to advising startups. If you have additional questions, then go to <https://ipira.berkeley.edu/concierge>, or contact Mike Cohen ([mike.c@berkeley.edu](mailto:mike.c@berkeley.edu)), the OTL's Director of Innovation Ecosystem Development.

**1) Do I need to disclose my startup advising to the university?**

If you are receiving compensation (e.g. cash or equity) in return for advising a startup, then it's considered a Category II activity, and accordingly, you need to annually report this activity to the university.

If you are not receiving compensation for your advising, then the activity is not likely to incur the time and responsibility required to merit annual disclosure to the university.

Here's a good summary of the different categories of activity, and corresponding policies:  
<https://academicpersonnel.ucr.edu/resources/coc/ConflictCommitmentUCRsummary1109.pdf>

**2) If my startup advising results in IP, then what should I do, and who owns it?**

Under UC policy, employees agree to disclose to the university their development of patentable inventions and copyrightable software. Furthermore, UC can take an ownership interest in any resulting patent rights or software copyrights if the activity that led to the intellectual property: (a) was funded via the university, (b) used material university resources, or (c) is part of the scope of work of the university employee.

Your advising to startups is not likely to be funded via the university, or use material university resources. Nonetheless, if you develop inventions or software during your advisory activities, then it's a good practice to confer with the OTL on your disclosure responsibilities and ownership assumptions.

Here are 2 good resources regarding UC intellectual property policies:

<https://ipira.berkeley.edu/ip-protection>

<http://www.ucop.edu/research-policy-analysis-coordination/policies-guidance/intellectual-property-ex/index.html>

### **3) Do I need to be aware of any conflicts of interest or conflicts of commitment?**

Simply advising startup companies doesn't create a conflict. However, conflicts can arise if, for example: (a) you or the startup conduct commercial work in your lab, or (b) you are compensated by the startup and advise the startup more than the allowable number of days.

Here's a good document regarding conflicts of interests:

<https://researchcoi.berkeley.edu/faq.html>

Note that UC Berkeley has a pilot program administered by IPIRA that enables startups that are affiliated with the university's accelerators to conduct new product R&D in faculty labs – under certain conditions. The program is called, *Shared Special User Facility for Innovation & Entrepreneurship* (SSUFIE). Here is a 1-page overview of the SSUFIE program [ipira.berkeley.edu/ssufie](http://ipira.berkeley.edu/ssufie) .

### **4) Should I sign a confidentiality agreement with the startup, and what should I know about consulting agreements?**

Signing confidential agreements could limit your future ability to publish, collaborate, or even perform sponsored research. Consequently, it's not a good practice to sign confidentiality agreements, and you should be judicious about what confidential information encumbers you.

IPIRA can provide a set of provisions that are recommended as best practices for including in a consulting agreement between faculty and a company.

