

**THE JOHNS HOPKINS UNIVERSITY WHITING SCHOOL OF ENGINEERING  
UNIFORM PROVISIONS FOR SELECTED CONSULTING AGREEMENTS**

1. It is the policy of the Johns Hopkins University, its Schools and Divisions, (hereinafter individually and collectively “JHU”) that all consulting agreements, their terms, and conditions must be disclosed to and approved by the University and that these Uniform Provisions for Selected Consulting Agreements (“Uniform Provisions”) must be attached and incorporated by reference into any written agreement (an “Agreement”) that covers consulting services by a JHU investigator at or on behalf of a for-profit company, and must be signed by both parties to the Agreement. By signing these Uniform Provisions, the parties to the Agreement agree to abide by these Uniform Provisions, and further agree that if anything in the Agreement is inconsistent with these Uniform Provisions, these Uniform Provisions shall govern.
2. The parties acknowledge that JHU is not a party to this Agreement, which is a private contract between [FIRST NAME, LAST NAME] (“Consultant”) and [CNAME] (the “Company”). Consultant and Company also agree that JHU has no liability or responsibility to either party under this Agreement. Each party to the Agreement acknowledges that the Consultant is entering into the Agreement, and providing services to the Company, in the Consultant’s individual capacity and not as an employee or agent of JHU, and that JHU shall have no responsibility whatsoever in connection with the Agreement, including without limitation, any use by the Company of information obtained from the Consultant in the course of the Consultant’s provision of services under the Agreement. Nothing in this Agreement shall in any way inhibit Consultant’s ability to conduct academic research at JHU, regardless of the sponsor of such research, during or at any time after the term of this Agreement.
3. In accordance with JHU 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, but the Consultant shall not disclose to the Company information that is proprietary to JHU and is not generally available to the public other than through formal technology transfer procedures. Consultant shall not use the facilities, equipment, materials, funds, or resources owned or administered by JHU, or located on any of the premises thereof; or engage or employ students, post-doctoral fellows, or other employees thereof, to provide services under this Agreement. Further, any unpublished research or data generated at or by JHU or unpublished results of research conducted at or by JHU that Consultant may disclose in the course of providing services under this Agreement shall remain the intellectual property of JHU, and shall not be presented or published by Company or by any of the Company’s affiliates in any way or form without the prior written consent of JHU and Consultant.
4. Nothing in the Agreement shall limit or be construed to limit 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 Consultant; (ii) is obtained by the Consultant from a third party who had the legal right to disclose the information to the Consultant; (iii) is already in the possession of the Consultant on the date the Agreement becomes effective; or (iv) is required to be disclosed by law, government regulation, or court order. In addition, information generated by the Consultant pursuant to the Agreement shall be proprietary to the Company only if (i) such information is generated as a direct result of the performance of consulting services under the Agreement; and (ii) is not generated in the course of the Consultant’s activities as a JHU employee or faculty member.
5. 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 JHU. Company agrees to provide the Johns Hopkins University Office of Licensing and Technology Development (100 N. Charles St., 5<sup>th</sup> Floor, Baltimore, MD 21201) with a copy of any patent application on which Consultant is listed as an inventor as a result of the services provided under this Agreement. Company and Johns Hopkins will enter into a confidentiality agreement to govern the transmission of the patent application to the Office of Licensing and Technology Development, with transmission to occur within 120 days of filing of the application with the patent office(s).
6. With the limited exception of citing Consultant’s faculty title (subject to the conditions outlined below), Company and its affiliates will not use the names, likenesses, or logos of JHU in any of their fund-raising or investment documents, general publications, advertisements, or marketing and promotional materials (hereinafter “Materials”). If Company cites Consultant’s title and affiliation with JHU in its Materials, it agrees to include the following statement in such Materials as a parenthetical comment or footnote next to the Consultant’s name, title, and affiliation: ‘Participation by Dr. [LAST NAME] as an advisor does not constitute or imply endorsement by the Johns Hopkins University.’

**Company:** [ CNAME] \_\_\_\_\_

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

**Signature of Consultant:** \_\_\_\_\_ **Date:** \_\_\_\_\_