**UNIVERSITY OF COLORADO BOULDER**

**UNIFORM CONSULTING AGREEMENT PROVISIONS**

**INSTRUCTIONS FOR USE**

**(Delete these instructions prior to attaching the Uniform Consulting Agreement Provisions to a Consulting Agreement)**

1. Include in the body of the Consulting Agreement, preferably in the same section as the conflict of interest provision, the following provision to incorporate the Uniform Consulting Agreement Provisions, replacing “the Company” and “the Consultant” as necessary to be consistent with the defined terms of the Consulting Agreement:

[The Company] acknowledges that as of the date first written above, [the Consultant] is an employee of the University of Colorado. The University of Colorado Boulder Uniform Consulting Agreement Provisions attached hereto as Exhibit [X] and incorporated herein by reference (the “CU Boulder Uniform Provisions”) govern in the event of any conflict between those terms and the terms of this Agreement or any other agreement that the Consultant executes in connection with his or her provision of consulting services to the Company. The CU Boulder Uniform Provisions are an integral part of this Agreement and this Agreement will have no force or effect unless the CU Boulder Uniform Provisions are signed by both parties.

**UNIVERSITY OF COLORADO BOULDER**

**UNIFORM CONSULTING AGREEMENT PROVISIONS**

1. These Uniform Consulting Agreement Provisions (the “**Uniform Provisions**”) are attached to an agreement (the “**Agreement**”) under which a University of Colorado Boulder (the “**University**”) employee (the “**Consultant**”) has agreed to provide consulting services to the company named in the Agreement (the “**Company**”). The Consultant and the Company agree that the Agreement has no force or effect unless these Uniform Provisions are signed by both parties and attached to the Agreement. By signing the Uniform Provisions, the Consultant and the Company 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 Company is inconsistent with the Uniform Provisions, the Uniform Provisions will govern.
2. The Company acknowledges that the Consultant is a University employee and is subject to the University’s policies, including policies concerning consulting, conflicts of interest, and intellectual property. To the extent that such policies (as in effect on the effective date of the Agreement) conflict with the terms of this Agreement, the Company agrees that the Consultant’s obligations under University policies take priority over the obligations the Consultant has by reason of the Agreement. The Consultant agrees to provide to the Company a copy of the University policies relating to the Consultant’s obligations to the University, if any, promptly upon request by the Company.
3. Subject to the terms of paragraph 4, below, the Consultant may assign to the Company any right, title and interest the Consultant may have in any invention, discovery, improvement, or other intellectual property which the Consultant (whether alone or with others) develops (i) during the course of performing consulting services for the Company under the Agreement and (ii) outside the course of the Consultant’s activities as a University employee. The Company acknowledges and agrees that the Consultant’s assignment of rights under the University of Colorado’s Intellectual Property Policy on Discoveries and Patents for Their Protection and Commercialization in any discoveries or inventions made by Consultant within the course of the Consultant’s activities as a University employee supersedes any purported assignment of such intellectual property rights under the Agreement.
4. The Company acknowledges that it is granted no rights or license by reason of the Agreement in any publication, invention, discovery, improvement, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, of the University or 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 the University. The Company also acknowledges and agrees that it will enjoy no priority or advantage as a result of the consultancy created by the Agreement in gaining access, whether by license or otherwise, to any proprietary information or intellectual property that arises from any research undertaken by the Consultant in his or her capacity as an employee of the University.
5. Nothing in the Agreement affects 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 Company’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 Company under the Agreement and (ii) outside the course of the Consultant’s activities as a University employee. Nothing in the Agreement prevents the Consultant from disclosing the Company’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 Company with sufficient prior notice to allow the Company to consent to the disclosure or seek a protective order.
6. The Company acknowledges and agrees that nothing in the Agreement affects the Consultant’s obligations to the University, the Consultant’s research on behalf of the University, including providing services as principal investigator or co-investigator for third-party sponsored research, or the Consultant’s ability to submit and publish the results of University research or research collaborations in which the Consultant is a participant, and that the Agreement has 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 a University employee. Nothing in the Agreement may be interpreted to limit the Consultant’s right to participate in, or obligate the Consultant to disclose to the Company, any agreements or activities on behalf of the University.
7. 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 Company.
8. Paragraphs 3, 4, 5, 6, 8, 9 and 10 of these Uniform Provisions survive termination of the Agreement.
9. The Consultant and the Company acknowledge that (i) the Consultant is entering into the Agreement and these Uniform Provisions in the Consultant’s individual capacity and not as an employee or agent of the University, (ii) the University is not a party to the Agreement or the Uniform Provisions and has no liability or obligation under them, and (iii) the University is an intended third-party beneficiary of the Agreement and the Uniform Provisions and certain provisions of the Agreement and the Uniform Provisions are for the University’s benefit and are enforceable by the University in its own name.
10. 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 Company for any purpose under California law.
11. These Uniform Provisions remain in effect for the full term of the Agreement.
12. If any of these Uniform Provisions is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, the Agreement will terminate as of the date such adjudication is effective.

COMPANY

By:

Name:

Title:

Date:

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[Consultant Name]

Date: