

Cold Spring Harbor Laboratory **2015**

Uniform Consulting Agreement Provisions

1. These Uniform Consulting Agreement Provisions (the “Uniform Provisions”) are attached as Appendix A to an agreement (the “Agreement”) under which _____, a Cold Spring Harbor Laboratory (CSHL) scientist (the “Consultant”) has agreed to provide consulting services to _____, Inc. (the “Company”). By signing the Uniform Provisions, the Consultant and the Company agree to abide by these Uniform Provisions, and also agree that if anything in the Agreement is inconsistent with the Uniform Provisions, the Uniform Provisions will govern.
2. The Agreement will disclose all compensation of whatever kind that is to be provided to the Consultant in connection with the consulting services.
3. The Consultant’s services for the Company will consist only of the exchange of ideas and provision of advice; the Consultant will not direct or conduct research for or on behalf of the Company.
4. The Company acknowledges that the Consultant is a CSHL employee and is subject to CSHL’s policies, including policies concerning consulting, conflicts of interest, and intellectual property. In accordance with CSHL 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. However, the Consultant will not disclose to the Company information that (i) is proprietary to CSHL and (ii) is not generally available to the public, except through formal technology transfer procedures.
5. This Agreement and any information or materials covered hereunder will be subject to all applicable government export and import laws and regulations. The parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State’s State Sponsors of Terrorism, or by any other United States government agency without first obtaining the appropriate license.
6. Subject to the terms of paragraph 6, 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) in the course of performing consulting services for the Company under the Agreement and (ii) outside the course of the Consultant’s activities as a CSHL employee.
7. The Company will 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 CSHL. The Company also acknowledges and agrees that

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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 CSHL.

8. Nothing in the Agreement will affect 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; (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, 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. 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 CSHL employee.
9. The Company acknowledges and agrees that nothing in the Agreement will affect the Consultant's obligations to CSHL, the Consultant's research on behalf of CSHL, or research collaborations in which the Consultant is a participant, and that the Agreement will have 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 CSHL employee.
10. Paragraphs 5, 6, 7, 9, 10 and 11 of these Uniform Provisions will survive termination of the Agreement.
11. The Company may use the Consultant's name, and in doing so may cite the Consultant's relationship with CSHL, so long as any such usage (i) is limited to reporting factual events or occurrences only, and (ii) is made in a manner that could not reasonably constitute an endorsement of the Company or of any Company program, product or service. However, the Company will not use the Consultant's name or CSHL's name in any press release, or quote the Consultant in any company materials, or otherwise use the Consultant's name or CSHL's name in a manner not specifically permitted by the preceding sentence, unless in each case the Company obtains in advance CSHL's written consent, and, in the case of the use of the Consultant's name, the Consultant's consent as well.
12. 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 CSHL, (ii) CSHL is not a party to the Agreement or the Uniform Provisions and has no liability or obligation under them and (iii) CSHL is an intended third-party beneficiary of this Agreement and certain provisions of this Agreement are for CSHL's benefit and are enforceable by CSHL in its own name..

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13. These Uniform Provisions will be in effect for the full term of the Agreement. The Company and the Consultant agree that any amendment of the Agreement (including, without limitation, any extension of the Agreement's term or any change in the consideration to be provided to the Consultant under the Agreement) or any other departure from the terms or conditions of the Agreement must be signed by the Consultant and an authorized representative of the Company, and also is subject to CSHL's prior written approval.
14. 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.

FOR COMPANY:

CONSULTANT:

By: _____

By: _____

Name:

Name:

Title:

Date:

Date: