

UNIVERSITY OF MASSACHUSETTS  
UNIFORM CONSULTING AGREEMENT PROVISIONS  
(ver. 4/22/96)

1. All faculty members at the University of Massachusetts (the "University") are subject to the University Policy on Faculty Consulting and Outside Activities (the "Policy"). The Policy recommends that faculty members at the University attach these Uniform Consulting Agreement Provisions ("Uniform Provisions") to any agreement or arrangement under which a faculty member will provide consulting services to, or will engage in other non-academic activities in his or her area of expertise on behalf of, any for-profit organization (a "Company"). Such agreements or arrangements will be referred to as a "Consulting Agreement." These Uniform Provisions are intended to clarify, among other things, the respective legal rights of the University and the Company in any intellectual property and other work product that may be developed or discovered by the faculty member in the course of performing services for the Company. If any term of the Uniform Provisions is inconsistent with a term of a Consulting Agreement to which the Uniform Provisions are attached, the terms of the Uniform Provisions shall govern.
2. University faculty members are permitted to devote the equivalent of one day within the academic week to the performance of outside activities, including consulting with Companies. Such activities must be reported to the Department Chair of the faculty member in order to ensure compliance with this time restriction. Faculty members are unable to provide a meaningful report on their time commitments unless Consulting Agreements specify the amount of time committed to each Company. Therefore, if a faculty member desires to enter into more than one Consulting Agreement, each Consulting Agreement must contain a time limitation, and the total amount of committed time may not exceed one day per academic week (as defined in the Policy). All consulting fees or other remuneration due under a Consulting Agreement shall be paid directly to the faculty member.
3. University faculty members are ordinarily prohibited from using University-administered funds, facilities, and equipment in the performance of services for a Company pursuant to a Consulting Agreement. In addition, faculty members must obtain special approval to involve University students in such services. Companies may obtain access to University facilities, equipment, and personnel under a sponsored research agreement with the University.
4. University faculty members shall not use the name of the University in relation to any outside activities, including consulting work, except to describe their credentials.
5. University faculty members are permitted to assign to a Company all of their rights in any invention, discovery, or development (collectively, "Intellectual Property") that arises while performing services under a Consulting Agreement, provided that the faculty member did not make significant use of University-administered funds, facilities, or equipment (collectively, "University Resources") in the course of developing that Intellectual Property. If a faculty member made significant use of University Resources, the faculty member is contractually obligated to assign to the University all of his or her rights in that Intellectual Property. The University presumes that a faculty member did make significant use of University Resources in the development of Intellectual Property that is the same as, directly related to, or substantially similar to a research project in which that faculty member is engaged at the University; however, the University will waive all rights in such Intellectual Property if the faculty member rebuts the presumption of University ownership with documentary evidence that the Intellectual Property was not actually developed at the University. In order to avoid any confusion regarding ownership of Intellectual Property, the University encourages Companies to discuss the field of

services to be provided under any proposed Consulting Agreement so that the field of services will be sufficiently different from any specific research projects undertaken by that faculty member at the University.

6. No Company shall have rights in any Intellectual Property that may arise from the research or other scientific work (i) performed by a faculty member outside the scope of services set forth in the Consulting Agreement or (ii) performed by other faculty members of the University who have not signed a Consulting Agreement with the Company. No faculty member who provides services to a Company is permitted to preferentially disclose to that Company any research results derived from work performed at the University.
7. No Consulting Agreement may limit the ability of a University faculty member to use or publish information that (i) was independently developed, discovered, or acquired by the faculty member in the course of research performed at the University or otherwise outside the scope of the consulting services, (ii) was in the public domain before the consulting services were performed, (iii) entered the public domain by means other than an unauthorized disclosure resulting from an act or omission by the faculty member, (iv) was known to the faculty member or the University before the consulting services were performed, or (v) is required to be disclosed in order to comply with applicable law, regulations, or a court order.
8. A Company may require a faculty member to leave with the Company any notes, data, and records developed in the performance of the consulting services, provided that the faculty member is entitled to retain one copy of such documents for archival purposes.
9. Companies should be aware that, in addition to the Policy, University faculty members are subject to the University Intellectual Property Policy and the University Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures. The University will make the three policies available upon request.
10. These Uniform Provisions shall remain in effect during the entire term of the Consulting Agreement to which they are attached.

AGREED AND ACCEPTED:

**Company**

**Faculty Member**

\_\_\_\_\_  
Print Legal Name of Company

By: \_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Date: