UC San Diego’s Conflict of Interest (COI) Office and the Office of Innovation and Commercialization (OIC) can provide limited guidance to faculty, staff, postdoctoral scholars, and graduate students who are considering engaging in personal consulting activities (including startups as well as large corporations). In order to ensure that there is no conflict with University obligations, this document provides a set of provisions that are recommended to be included in a personal consulting agreement. Please note that this document is not intended to be legal advice, University employees entering into a personal consulting agreement may wish to seek personal legal advice prior to signing any such agreement.

1. Private Contract:
   The parties acknowledge that the University of California is not a party to this CONSULTING AGREEMENT and that this CONSULTING AGREEMENT is a private contract between CONSULTANT and COMPANY. UC will exercise no authority or control over CONSULTANT in his/her performance of his/her SERVICES hereunder. As such, CONSULTANT and COMPANY agree that the University of California – including all of its schools, departments, divisions, centers, and affiliates (hereinafter individually and collectively “UC”) have no liability or responsibility to either party under this CONSULTING AGREEMENT. The CONSULTANT’s contact information, including office address, e-mail address and telephone number at UC may be identified in this CONSULTING AGREEMENT for the purpose of convenient communication between COMPANY and CONSULTANT, but does not alter the fact that this is a private agreement between COMPANY and CONSULTANT.

2. University Obligations:
   COMPANY and CONSULTANT recognize that CONSULTANT’s primary duty as a full-time UC employee is to UC. COMPANY and CONSULTANT also agree that UC policies and CONSULTANT’s obligations to UC will control and be given priority in the event a conflict arises between such policies, obligations and CONSULTANT’S performance of SERVICES under this CONSULTING AGREEMENT. Nothing in this CONSULTING AGREEMENT will restrict CONSULTANT’s ability to conduct academic research and other academic activities at, through, or on behalf of UC during or at any time after the term of this CONSULTING AGREEMENT.

3. University Resources:
   CONSULTANT will not: (a) use facilities, equipment, materials, funds, or resources owned or administered by UC, or located on any UC premises; or (b) engage or employ students, post-doctoral fellows or similar researchers, or any other employee of UC, to provide SERVICES under this CONSULTING AGREEMENT.

4. University Name:
   With the limited exception of citing CONSULTANT’s UC title (subject to the conditions outlined below), COMPANY and its affiliates will not use the names, likenesses, or logos of UC in any of their fund-raising or investment documents, publications, websites, advertisements, press releases, or marketing and promotional materials.

5. University Confidential Information:
   CONSULTANT may disclose to COMPANY any information that CONSULTANT would normally freely disclose to members of the scientific community at large; however, CONSULTANT will not disclose to COMPANY: (a) information that is proprietary to UC and not generally available to the public other than through formal institutional transactions; or (b) unpublished results of, or data from, research or clinical activity conducted at, by, or on behalf of UC.
6. Company Confidential Information:
With respect to any technical or business information of the COMPANY of a proprietary or confidential nature which is marked or otherwise identified in writing as confidential, which CONSULTANT may obtain from COMPANY in the performance of the SERVICES hereunder or which is developed by CONSULTANT as a direct result of CONSULTANT's SERVICES hereunder (all of such technical and business information being referred to hereinafter as "Company Information"), CONSULTANT retains the right to refuse to accept any Company Information that he/she believes may adversely affect or interfere with his/her work for UC.

7. Publications:
Nothing in this agreement will be construed as prohibiting or otherwise limiting CONSULTANT's ability to publish, submit for publication, or otherwise disclose the results of CONSULTANT's activities as an employee of UC, during or at any time after the term of this CONSULTING AGREEMENT, even if such activities are related to the FIELD defined, and SERVICES provided, hereunder.

8. Intellectual Property:

Insert ONE of these four options:

Option 1:
This agreement is subordinate to the terms of CONSULTANT's employment with The Regents of the University of California, including the Patent Acknowledgment attached hereto.

Option 2:
COMPANY acknowledges that CONSULTANT is an employee of the University of California and that disclosure and assignment of intellectual property arising under this consulting agreement is subject to pre-existing obligations to the University of California as contained in the Patent Acknowledgment attached and make a part of this agreement.

Option 3:
The COMPANY is informed that CONSULTANT has signed a Patent Agreement with The Regents of the University of California and under that agreement Consultant agreed to report any inventions conceived or made during the term of CONSULTANT's University of California employment, and to assign such inventions to The Regents in accordance with the terms of its Patent Policy. The COMPANY is informed that Consultant is subject to the University Copyright policy which provides for University ownership of copyrights generated at the University under sponsored work or other works made by University employees in the course and scope of their employment and/or with use of University facilities. Under such Policies, The Regents acknowledge that services performed by the CONSULTANT outside the field of CONSULTANT’s University research and without use of University facilities, gift, grant or contract funds or proposals for same, are not within the scope or term of CONSULTANT’s University of California employment and that inventions made or conceived by CONSULTANT either alone or jointly with other arising from or during the course of any such non-University services, do not need to be assigned to The Regents. Nothing in this Agreement shall be construed to interfere with these obligations to The Regents. A copy of The Regents’ Patent Policy is attached hereto as Exhibit A and made a part hereof by reference.

Option 4:
CONSULTANT agrees to assign to COMPANY any right, title and interest he/she may have in any invention or discovery which: (a) CONSULTANT conceives, develops and reduces to practice solely as a direct result of performing the SERVICES for the COMPANY under this CONSULTING AGREEMENT; and (b) was not generated, in whole or in part, in the course of CONSULTANT’s activities as a UC employee, and is not owned by UC or assignable to UC pursuant to UC's Intellectual Property policy. The COMPANY and CONSULTANT acknowledge that CONSULTANT has an obligation to disclose to UC all inventions created by him/her as more fully provided in UC’s
Provisions Recommended for Inclusion in
Personal Consulting Agreements
Between UC San Diego Employees and Companies
May 2021

Intellectual Property policy. COMPANY will have no rights by reason of this CONSULTING AGREEMENT in any publication, invention, discovery or other intellectual property, which is conceived, developed or reduced to practice, in whole or in part, using facilities, equipment or funds of UC or while CONSULTANT was performing work for UC.