



Sample Consulting Agreement

Harvard is not a party to consulting agreements between Harvard inventors and companies. As a courtesy, however, OTTL provides the following consulting agreement as guidance.

Consulting Agreement

Between

[Company]
[company address]

and

[Professor]

This agreement, by and between [company] and [professor].

Witnesseth that:

In consideration of the mutual promises hereinafter set forth, [company] and [professor] do hereby agree as follows:

1. This agreement pertains to consulting services and advice to be furnished to [company] by [professor] during the period commencing [start date] and ending [end date]. During the period of the agreement [professor] will devote [#] days of service to [company] as requested from time to time by [company] and mutually agreed upon in advance. The amount paid for said services under this agreement exclusive of travel and living expenses shall be [amount] dollars ([\\$]) for each day in a consulting capacity to [company]. Assignment of this agreement or of any interest therein by either party, or of any payment due or to become due hereunder, without prior written consent of the other party, shall be void.
2. [Professor] will participate as a consultant and advisor in the field and technologies pertaining to [field of consultantship], excluding areas relating to [excluded fields].
3. The sum stated in paragraph one (1) above will compensate [professor] for services rendered. Travel and living expenses incurred as a result of fulfilling this agreement will also be reimbursed by [company].

4. The work contemplated under this agreement may require that [professor] have access to information which is proprietary and/or confidential to [company]. [Professor] agrees not to publish or otherwise disclose to persons outside [company], without specific permission, any proprietary and/or confidential information acquired from [company] by him or her as a result of participation in studies under this agreement; nor to use said information for any purposes other than consultation with [company]. [Company] shall designate in writing all information which it considers to be confidential.
5. It is understood that this agreement is not intended to restrict [professor]'s use or disclosure of information which (i) is or later becomes publicly known under circumstances involving no breach of this agreement; (ii) was already known to [professor] (other than by previous disclosure to him or her by [company] or through services performed by him or her for [company]) as evidenced by his or her written records; (iii) is lawfully and in good faith made available to [professor] without restriction on disclosure by a third party; or (iv) which is created or originated by [professor] outside this consultation. It is further agreed and understood that specific information disclosed to [professor] by [company] shall not be deemed to be available to the public or in his or her prior possession merely because it is embraced by more general information available to the public or in his or her prior possession. [Professor] will not publish on the specific work covered by this agreement without first providing [company] with a reasonable opportunity to review and comment on the contemplated publication for the purpose of protecting its interest in any patentable subject matter referred to therein.
6. [Professor] will communicate findings, conclusions, recommendations, and supporting data and analyses to [company], and any such reports shall become the property of [company].
7. It is agreed and [professor] agrees that any and all inventions and discoveries, whether or not patentable, which [professor] conceives and/or makes within the consulting period and which are a direct result of his consulting with [company] under this agreement and/or a direct result of confidential information received from [company] and not subject to his or her prior obligations to Harvard University or other sponsors of his or her University research shall be the property of [company]. [Professor] further agrees that he or she will, upon request by [company], promptly execute all applications, assignments, or other instruments which [company] shall deem necessary or useful in order to apply for and obtain Letters Patent in the United States and any foreign countries for such inventions and discoveries. It is understood that [company] will bear the cost of any such patent filing and prosecution.
8. Although [Professor]'s work at Harvard University is being supported by outside sponsorship agreements, it is unlikely that any inventions made in the course of this agreement will be subject to the patent provisions of such agreements. [Professor] represents that he or she is not a party to any existing agreement which would prevent his or her entering into this consulting agreement, but advises [company] that he or she is a member of Harvard University and has executed the standard Harvard Participation Agreement. As a member of the University, [professor] is responsible for ensuring that any consulting agreement he or she enters into is not in conflict with the patent and copyright policy of the University or in conflict with other University commitments. Under his or her Participation Agreement, he or she is required to disclose to the University any inventions made by him or her during the

course of his or her work at the University. Disclosure of inventions by University members regarding professionally related consulting work is recognized by [company] as necessary in order that the University fully comply with its contractual obligations and commitments. In the event of any conflict between this agreement and the conditions of [professor]'s Participation Agreement with the University, the latter shall prevail.

9. [Professor] is an independent contractor under this agreement. He or she is not an employee of [company] and will not be entitled to participate in or receive any benefit or right as a [company] employee under any [company] employee benefit and welfare plans, including, without limitations, employee insurance, pension, savings and security plans as a result of his or her entering into this agreement.
10. It is understood that this agreement will run the full term stated in paragraph one (1) above at which time it will be renewable as mutually agreed by the parties. The agreement may be terminated by either party upon ___ days notice.
11. [Designated representative] shall represent [company] in administering this agreement and must make and approve all requests for [professor]'s services in order for such services to qualify for payment pursuant to paragraph three (3) of this agreement. [Designated representative] may by written notice appoint another designated representative for the above purposes.
12. This agreement is the sole agreement between [professor] and [company] with respect to consulting service to be performed during the term of this agreement and it supersedes all prior agreements and understandings with respect thereto. No change, modification, alteration or addition to any provision hereof shall be binding unless in writing and signed by both [professor] and a duly authorized representative of [company].
13. This agreement shall be construed, interpreted, and applied in accordance with laws of the Commonwealth of Massachusetts.

ACCEPTED AND AGREED TO:

[professor]

[company]

Date

Date