

**UT SOUTHWESTERN MEDICAL CENTER
UNIFORM CONSULTING TERMS AND CONDITIONS**

1. These uniform consulting terms and conditions (the “Uniform Terms and Conditions”) are attached to an agreement (the “Agreement”) under which a UT Southwestern employee (the “Consultant”) has agreed to provide services to the business entity named in the Agreement (the “Company”). Consultant and Company agree that the Agreement shall have no force or effect unless these Uniform Terms and Conditions are signed by both parties and attached to the Agreement. By signing the Uniform Terms and Conditions, Consultant and Company agree to abide by them, and also agree that if any terms in the Agreement are inconsistent with these Uniform Terms and Conditions, the Uniform Terms and Conditions shall govern.
2. Consultant’s services for the Company shall consist only of the exchange of ideas and provision of advice. Under the Agreement Consultant shall not direct or conduct research for or on behalf of Company.
3. The Agreement shall disclose all compensation of whatever kind to be provided to Consultant in connection with the services being rendered. Incentive compensation, such as bonuses in cash, stock, or other property that are based on Company’s profitability or sales, is not permitted.
4. Company acknowledges that Consultant is an employee of UT Southwestern Medical Center (and as such, an employee of the State of Texas), and is subject to the *Rules and Regulations* of the Board of Regents of the University of Texas System (“Board’s Rules”) and UT Southwestern policies, including Board’s Rules and UT Southwestern policies concerning outside activities, conflicts of interest, and intellectual property. Nothing in the Agreement shall be construed as requiring Consultant to violate any obligations or responsibilities Consultant may have under Board’s Rules and UT Southwestern policies.
5. Consultant may disclose to Company any information that 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. Consultant, however, shall not disclose to Company information that (i) is confidential information of or proprietary to UT Southwestern or (ii) is not generally available to the public, except through formal UT Southwestern technology transfer procedures.
6. Company specifically acknowledges that, under the Board’s Rules regarding intellectual property, Consultant has agreed to and has assigned to the Board of Regents of the University of Texas System all intellectual property related to Consultant’s employment responsibilities at UT Southwestern. Board’s Rules apply to all types of intellectual property including, but not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, works of authorship, and computer software regardless of whether subject to protection under patent, trademark, copyright, or other laws; however, the Board of Regents generally will not assert an ownership interest in the copyright of scholarly or educational materials, artworks, musical compositions, and literary works related to the author’s academic or professional field (regardless of medium of expression, including software), or in software integral to the presentation of such copyrightable content.

7. The parties agree that Company shall 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 UT Southwestern. The parties also acknowledge and agree that Company will enjoy no priority or advantage as a result of this Agreement in gaining access, whether by license or otherwise, to any proprietary information or intellectual property that arises from any research undertaken by Consultant in his or her capacity as an employee of UT Southwestern.
8. Nothing in the Agreement shall affect 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 Consultant; (ii) is obtained by Consultant from a third party who had the legal right to disclose the information to Consultant; (iii) is already in the possession of Consultant on the date the Agreement becomes effective; or (iv) is required to be disclosed by law, government regulation, or court order, provided that Consultant takes reasonable steps to provide Company with sufficient prior notice to allow Company to consent to the disclosure or seek a protective order. In addition, Company's confidential information does not include information generated by Consultant (whether alone or with others) unless Consultant generated the information (i) during the course of performing services for Company under the Agreement and (ii) outside the course of Consultant's activities as a UT Southwestern employee.
9. Company understands and agrees that certain state or federal laws or regulations, Board's Rules, or UT Southwestern policies now or in the future may require UT Southwestern, as Consultant's employer, to disclose information on compensation, gifts, or other remuneration provided to Consultant by Company. By signing these Uniform Terms and Conditions, Company expressly consents to Consultant's disclosure to UT Southwestern of information regarding all compensation under this Agreement, the total of all compensation, the general nature and purposes for which such compensation was paid, and other similar information as may be required by UT Southwestern, with the understanding that such information may be posted on a website accessible to the public or otherwise be made publicly available.
10. Company acknowledges and agrees that nothing in the Agreement shall affect Consultant's obligations to UT Southwestern, Consultant's research on behalf of UT Southwestern, Consultant's ability to submit and publish the results of UT Southwestern research, or research collaborations in which Consultant is a participant, and that the Agreement shall 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 Consultant as a UT Southwestern employee.
11. 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 Company.
12. Paragraphs 6, 7, 8, 9, 10, 12, 13, 14, and 15 of these Uniform Terms and Conditions shall survive termination of the Agreement.

13. Company may use Consultant's name, and in doing so may cite Consultant's relationship with UT Southwestern, 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 Company or of any Company program, product or service by UT Southwestern. However, Company shall not use Consultant's name or UT Southwestern's name in any press release, or quote Consultant in any company materials, or otherwise use Consultant's name or UT Southwestern's name in a manner not specifically permitted by the preceding sentence, unless in each case Company obtains in advance UT Southwestern's written consent, and, in the case of the use of Consultant's name, Consultant's consent as well.
14. Consultant and Company acknowledge and agree that (i) Consultant is entering into the Agreement and these Uniform Terms and Conditions in Consultant's individual capacity and not as an employee or agent of UT Southwestern, (ii) UT Southwestern is not a party to the Agreement or the Uniform Terms and Conditions and has no liability or obligation under them, and (iii) UT Southwestern is an intended third-party beneficiary of the Uniform Terms and Conditions, and certain provisions of the Uniform Terms and Conditions are for UT Southwestern's benefit and are enforceable by UT Southwestern in its own name.
15. 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 Consultant is not an employee of Company for any purpose under California law.
16. These Uniform Terms and Conditions shall be in effect for the full term of the Agreement. Company and 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 Consultant under the Agreement) or any other departure from the terms or conditions of the Agreement must be signed by Consultant and an authorized representative of Company, and also is subject to UT Southwestern's prior written approval.

COMPANY:

CONSULTANT:

By: _____

Title: _____