

Johns Hopkins University
Rider to Private Consulting or Employment Agreement

The terms of this Rider, if unmodified and agreed to in writing by all parties to a private consulting or employment agreement (“Consulting Agreement”) undertaken by a Johns Hopkins University affiliate, shall cause the Consulting Agreement to comply with Johns Hopkins University (“JHU”) policies governing intellectual property and conflicts of interest. **The terms of this Rider must and hereby do supersede and replace any conflicting terms in the Consulting Agreement.**

1. The parties to the Consulting Agreement acknowledge that JHU is not a party to the Consulting Agreement, which is a private contract between _____ (“Consultant”) and _____ (“Company”). Consultant and Company also agree that JHU has no liability or responsibility to either party under the Consulting Agreement. Each party to the Consulting Agreement acknowledges that the Consultant is entering into the Consulting Agreement, and providing services to the Company, in the Consultant’s individual capacity and not as an employee or agent of JHU, and that JHU shall have no responsibility whatsoever in connection with the Agreement, including, without limitation, any use by the Company of information obtained from the Consultant in the course of the Consultant’s provision of services under the Consulting Agreement.
2. Nothing in the Consulting Agreement shall in any way inhibit Consultant’s ability to conduct academic research at JHU, regardless of the sponsor of such research, during or at any time after the term of the Consulting Agreement. Nothing in the Consulting Agreement shall prohibit or otherwise limit Consultant’s ability to publish, or submit for publication, academic or scholarly works resulting from Consultant’s activities at JHU, during or at any time after the term of the Consulting Agreement.
3. 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, but the Consultant shall not disclose to the Company information that is proprietary to JHU and/or is not generally available to the public.
4. Consultant shall not use the facilities, equipment, materials, funds, or resources owned or administered by JHU, or located on any of the premises thereof, to provide services under the Consulting Agreement. Consultant shall not engage or employ JHU affiliates, including JHU students, post-doctoral fellows, or other employees thereof, to provide services under the Consulting Agreement.
5. Company shall have no rights in intellectual property (including publications, inventions, discoveries, improvements, and works) or data conceived of, invented, reduced to practice, created, developed, or generated as a result of a program of research or any other scientific activity financed in whole or in part by funds provided by or under the control of JHU.
6. Company acknowledges that Consultant is required to comply with the Johns Hopkins University Intellectual Property Policy (“JHU IP Policy”). Under the JHU IP Policy, Consultant must promptly report to Johns Hopkins Technology Ventures—the technology transfer office of JHU—any new

invention or creation of intellectual property for review by JHTV to determine whether JHU has an ownership interest in the new intellectual property. Company hereby agrees to not impede or obstruct Consultant's efforts to comply with the JHU IP Policy.

7. Company shall not use Consultant's name or likeness for the purpose of endorsement, promotion, or marketing of Company or its products. Consultant shall not, under the Consulting Agreement, speak with or to any parties in any context or manner that could reasonably constitute endorsement, promotion, or marketing of Company or any product, technology, or services. With the limited exception of citing Consultant's JHU title in accordance with the conditions outlined herein, Company and its affiliates will not use the names, likenesses, or logos of JHU or any JHU affiliates, subsidiaries, officers, agents, faculty, staff, or students in any fund-raising documents, general publications, advertisements, or marketing, educational, and promotional materials ("Materials"). If Company cites Consultant's title and affiliation with JHU in any Materials, Company shall include the following statement in the Materials as a parenthetical comment or footnote next to Consultant's title: "Participation by _____ (Consultant) as an advisor to _____ (Company) does not constitute or imply endorsement of _____ (Company) by Johns Hopkins University."

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

CONSULTANT

Signature

Name

Date

COMPANY

Signature

Name

Date