The following overview provides information about the general terms and conditions of consulting arrangements, as well as identifies areas of overlapping obligations and responsibilities that may arise when undertaking consulting work.

1. **Scope of Work** - A clearly defined scope of work is often the best way to avoid overlapping intellectual property and research obligations. The scope of work should be limited to the specific work to be performed. It is best to avoid overly broad statements, such as “other services as may be requested from time to time” or “services in the area of cancer research,” as these may encroach on your University research areas.

2. **Intellectual Property** - Often consulting agreements require that the company own the intellectual property developed by the consultant. This requirement may be difficult to comply with when the area of consulting overlaps with the faculty member’s area of research. Narrowing the scope of work (such as only to company proprietary innovations) may help. The consulting agreement should not convey to the company any rights in intellectual property developed using University facilities or developed under University grants or contracts. Make the client aware of your University obligations related to ownership of intellectual property. Watch out when the consulting agreement asks for rights to improvements or future inventions in the area, so you don’t put your related research programs at risk. If the company owns it, you do not have a right to use it in your research.

3. **Confidentiality** - Typically, the consultant must have access to company proprietary information that the consultant must keep confidential. Be specific about what information is to be confidential. If there is potential for overlap in research, ensure you have continued rights to publish.

4. **Exclusivity** - There may be provisions that restrict the consultant from providing advice or working with other companies. This may impact the faculty’s ability to work with other corporate sponsors within the University.

5. **Liability and Indemnification** - The consultant has no control over what the company does with the advice and services he/she provides. Therefore, it is advisable to include a provision that limits the consultant’s liability and expressly disclaims liability for any products produced by the company. Further, the company should indemnify the consultant for any third party claims or actions related to the consulting services. Since consulting work is private, it is not covered under the University’s general insurance. If there is a potential for liability, the consultant should check whether his/her personal liability policies would cover such claims.

**Faculty Consulting and the University**

Faculty consulting often enhances the skills and reputation of the faculty and is a benefit to the University and provides a public service. Faculty are expected to arrange their consulting activities so as not to conflict with University duties and responsibilities.