

## Faculty Consulting Agreements

Faculty are allowed to consult for outside companies in a manner that is consistent with their Northwestern University obligations, including, for example, university requirements to comply with [conflict of interest policies](#), and [policies on intellectual property](#).

### No consulting activity should:

- 1) Detract from your ability to fulfill your Northwestern responsibilities,
- 2) Restrict or limit your ability to pursue their academic and/or research activities at Northwestern because of confidentiality terms or limited access to intellectual property, or
- 3) Give away rights or assign intellectual property that is already owned by and assigned to Northwestern.

### General parameters to consider if engaging in consulting activities:

- Be mindful of your commitments at Northwestern. Certain faculty may be permitted up to 20% of their professional effort for outside activities beyond the scope of their primary faculty duties, per the Faculty Handbook, though faculty with administrative responsibilities may have less time available for these activities. It is prudent to discuss any activity with your department chair or dean prior to initiating any outside activity.
- Disclose the activity appropriately in [eDisclosure](#). If you are engaged in research, you must [update](#) within 30 days of meeting [disclosure thresholds](#)
- Consulting for a company that also sponsors your research will likely require [management](#). There are additional considerations if [human participants are involved](#)
- Northwestern facilities or other resources may not be used in your consulting activities
- Research performed in Northwestern facilities or with university resources is properly done under a research agreement with the University, and not a consulting agreement.

### Considerations specific to any consulting agreement:

Northwestern considers consulting activities to be private endeavors between the faculty member and the outside company. Accordingly, consulting agreements are private agreements between the consultant in their individual capacity, and the university does not review, approve, or disapprove, or provide legal advice for these agreements.

We recommend that faculty consult a competent private attorney for legal advice on the terms and conditions.

Below is a list of issues you and your private attorney may address when considering the terms and conditions of third party consulting agreements

- A consulting agreement cannot assign, license, or promise intellectual property that belongs to Northwestern under relevant policies: i.e., generally anything in your field or arising from research done at Northwestern
- Be mindful of any provisions, such as confidentiality, IP, or non-compete, that might restrict what you do, or wish to do, in your activities as a Northwestern faculty member, including existing and future research

- Companies commonly include in the consulting agreement a statement that the provisions do not conflict with other obligations, which may be problematic given university obligations
- Consulting agreements from companies are typically presented to faculty members with very different terms than what Northwestern University will accept in Sponsored Research Agreements, NDAs, or technology license agreements
  - Companies often start with broad confidentiality and intellectual property provisions; take care that those target only to what is done in the consulting, and do not reach out to restrict other activities of the faculty member
  - If the consulting is in the same area as your research or other activities at Northwestern, you may want to consider a provision like what follows to be sure the company's rights under the consulting agreement do not reach into your Northwestern activities.
    - "Company acknowledges that the Consultant is a member of the faculty of Northwestern University and is subject to Northwestern University's policies and conditions of employment, including policies concerning consulting, conflicts of interest, and intellectual property. Company acknowledges and agrees that nothing in this Agreement shall affect the Consultant's obligations to, or research on behalf of, Northwestern University, including, without limitation, obligations relating to intellectual property developed in whole or in part by the Consultant in connection with such research. This Agreement shall not be taken to grant Company any rights in unpublished data or other research results developed at Northwestern University."
- Sometimes a company will ask for a Northwestern University signature on a consulting agreement. We will not do that but can provide a brief explanation of the University's position if necessary.

If you would like clarification of the University position or policy interpretation, please contact the Office of General Counsel.

**Resources and contacts:**

Innovation and New Ventures Office (INVO)

- Website: <https://www.invo.northwestern.edu>
- Contact information: [invo@northwestern.edu](mailto:invo@northwestern.edu)

Northwestern Conflict of Interest Office (NUCOI)

- Website: <https://www.northwestern.edu/coi>
- Contact information: [nucoi@northwestern.edu](mailto:nucoi@northwestern.edu) | 847-467-4515

Office of General Counsel (OGC)

- Website: <https://www.northwestern.edu/general-counsel/index.html>
- Contact information: 847-491-5605