

## INSTRUCTIONS: UF CONSULTING RIDER

UF provides a Rider for use with consulting agreements that include intellectual property terms. This provides an efficient means for engaging in consulting work while maintaining compliance with the [University's Intellectual Property Policy](#).

### WHEN DO I NEED **PRIOR APPROVAL** TO DO CONSULTING WORK RELATED TO MY UF JOB?

You must seek prior approval for consulting work if any of the following circumstances exist:

1. Entity does business with UF,
2. Outside Activity involves UF students, employees or resources, or
3. Consulting agreement contains intellectual property terms AND the entity will not adopt the UF Consulting Rider as part of the consulting agreement.

If Prior Approval is required, submit a Prior Approval Request (PAR) in [eDisclose](#).

### HOW CAN I USE THE UF CONSULTING RIDER INSTEAD OF GETTING PRIOR APPROVAL FOR CONSULTING WORK?

If you are consulting with a business that does not do business with UF and students/staff/UF resources will not be used in the Outside Activity, provide the UF Consulting Rider to the company to incorporate into your agreement with them.

If the company finalizes its agreement with you and includes the Rider, you do not need prior approval to engage in the consulting work. If the agreement includes intellectual property terms and the company will not incorporate the Rider as provided, submit a Prior Approval Request via [eDisclose](#).

Note: the UF Consulting Rider is not required if the agreement does not already contain intellectual property terms (e.g. patents, copyrights, etc.).

### WHEN DO I DISCLOSE CONSULTING WORK RELATED TO MY UF JOB?

Disclose the consulting within 30 days of engaging in the activity on your Disclosure Profile in [eDisclose](#). This is required whether you needed to seek prior approval or not.

### WHERE CAN I FIND HELP USING EDISCLOSE?

Detailed instructions for navigating eDisclose are available on [coi.ufl.edu](http://coi.ufl.edu).

## University IP Policy Rider for Faculty Consulting Agreements

This Rider is incorporated into and made part of the Consulting Agreement ("Agreement") entered into between [Faculty Member Name] \_\_\_\_\_ ("Faculty Member") and [Company Name] \_\_\_\_\_ ("Company") dated [Insert Date].

### 1. Faculty's University Obligations

Faculty Member is an employee of the University of Florida ("University") and remains subject to all applicable University policies, including but not limited to its Intellectual Property Policy, Conflict of Interest Policy, and Outside Activities Policy. The University IP Policy is available at [\[Intellectual-Property-Policy.pdf\]](#).

### 2. Precedence of University Policies

Notwithstanding any provision in the Agreement to the contrary, Faculty Member's obligations under University policies shall take precedence over any conflicting terms in this Agreement. In particular, any intellectual property developed by the Faculty Member that falls within the scope of their University employment — including work within the Faculty Member's field or discipline — shall be governed by the University's Intellectual Property Policy. Notwithstanding, the University acknowledges that any intellectual property developed jointly between the Faculty Member and employees of Company may be considered jointly owned.

### 3. Limitation on IP Assignment

The Company acknowledges that the Faculty Member's obligations under the University IP Policy and other University policies cannot be waived or modified by the Agreement. The Company agrees that it shall not require the Faculty Member to take any action, including but not limited to assigning or transferring Intellectual Property, that would violate the University IP Policy or other University policies. The Faculty Member does not and cannot assign or agree to assign to Company any intellectual property rights that are owned by or are required to be disclosed to the University under its Intellectual Property Policy. To the extent this Agreement purports to assign such rights, such provisions shall be null and void.

### 4. Disclosure Obligations

Faculty Member remains obligated to disclose to the University any intellectual property created in the course of activities under this Agreement if such IP is within the Faculty Member's field or discipline, in accordance with University policy.

### 5. Acknowledgment by Company

Company acknowledges that it has read and understands this Rider and that it accepts the limitations set forth herein.

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**IN WITNESS WHEREOF**, the parties have executed this Rider as of the date below.

**[Faculty Member Name]**

**[Company Name]**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_