Faculty Consulting Agreement

Faculty are certainly allowed to consult, but the University considers that to be a private endeavor between the faculty member and the company. The University, thus, views consulting agreements as personal, private agreements between the consultant and the company, and does not review, approve, or disapprove these agreements. We suggest that faculty consult a competent private attorney for legal advice on the terms. Sometimes a company will ask for a University signature on a consulting agreement. We will not do that but can provide a brief explanation of the University's position* if necessary.

Here are some things that you may wish to consider:

a) It is up to the faculty member to comply with applicable University policies, such as those on consulting, conflicts of interest, and intellectual property.
b) Consulting is typically limited to 44 days per year.
c) University facilities and other University resources may not be used for consulting.
d) Research in Duke facilities must be done under a research agreement with the University, and not under a consulting agreement.
e) A consulting agreement cannot obligate intellectual property that belongs to Duke (which is anything arising from research done at Duke).
f) Be cautious 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 Duke Faculty member, including your research at Duke.
g) A faculty member who expects to receive both research funds and greater thatn $5K per year consulting income from the same company is required to update their COI disclosure form within 30 days.
h) Equity holdings in a company from which one receives research support is a complex issue and should be discussed with the Research Integrity Office.
i) Be aware of any potential conflicts with other obligations you may have.

Consulting agreements typically have broad confidentiality and intellectual property provisions. One needs to take care that those are targeted only to what is done in the consulting, and don't reach out to restrict other activities of the faculty member. If the consulting is in the same area as a faculty member's research or other activities at Duke, he or she may want to consider a provision like what follows to be sure the company's rights under the consulting agreement don't reach into his or her Duke activities.

*Company acknowledges that the Consultant is a member of the faculty of Duke University and is subject to Duke University's policies, 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, Duke 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 Duke University.