

Addendum Instructions:

The following paragraph should be added to a faculty member's Consulting Agreement to incorporate the Harvard addendum as part of the terms of the Agreement. It can be included in any section of the agreement (other than the Preamble), but it is typically best suited for inclusion in the section that describes the scope of services to be provided under the Consulting Agreement.

Prior Obligations to Harvard: The Company acknowledges and agrees that: (i) Consultant is entering into this Agreement solely in his individual, personal capacity and not as an employee or faculty member of Harvard University where the Company understands Consultant is employed on a full time basis; (ii) that as a Harvard University faculty member or employee, the Company acknowledges that Consultant is subject to certain policies of Harvard University, as such policies may be revised from time to time, including, among others, policies concerning consulting, conflicts of interest and commitment, and intellectual property ("Applicable Policies"); and (iii) any provision of this Agreement that conflicts with such Applicable Policies shall be superseded by such policies. Further, the Company agrees that this Agreement is subject to the "Addendum to Consulting Agreement," attached as "Exhibit **XX**" to this Agreement, the terms of which are incorporated herein by reference.

Addendum to Consulting Agreement (the “Agreement”)
Between
{insert name of company} (“Company”)
And
{insert name of consultant} (“Consultant”)

Company acknowledges that Consultant’s primary responsibilities are to President and Fellows of Harvard College (“Harvard”) and that Consultant is required to comply with Harvard policies, including with respect to intellectual property and outside activities, as may be amended from time to time (collectively, “Harvard Policies”).¹ Company further acknowledges that the Harvard Policies take priority over any obligations that Consultant may have to Company by reason of the Agreement.

Company agrees that it will not request or require Consultant, in the performance of his or her services to the Company, to employ proprietary information of Harvard, to make use of Harvard’s time or resources, or to involve Harvard students, employees, post-doctoral fellows or any other Harvard personnel other than Consultant.

Nothing in the Agreement shall be construed to restrict or hinder Consultant’s ability to conduct current or future research or teaching assignments with Harvard, to limit Consultant’s ability to publish work generated in the performance of Consultant’s research or teaching at Harvard, or to infringe on Consultant’s academic freedom.

Company further acknowledges that Consultant, in his or her capacity as a consultant, is not an agent or representative of Harvard for any purpose, and has no authority to act for or bind Harvard. Without limiting the foregoing, any obligations pertaining to any confidential or other information provided to Consultant by Company will apply only to Consultant and not Harvard.

Company agrees that neither this Agreement nor any other contract, agreement or other arrangement currently in effect between Consultant and the Company calls for Consultant to be a Project Director, Principal Investigator or to otherwise be responsible for the design, conduct or reporting of research by or on behalf of Company except as described below.

Company further agrees that Consultant’s participation in research on or behalf of the Company, as described below, may make the Agreement subject to disclosure to federal agencies that provide funding for research, and agrees that nothing in the Agreement shall prevent Consultant from disclosing the Agreement to Harvard or prevent Harvard or Consultant from disclosing the Agreement to federal agencies.

[PROVIDE DESCRIPTION OF COMPANY RESEARCH PROJECT OR WRITE “NO PARTICIPATION IN RESEARCH” AND INITIAL]

¹ These policies include Harvard’s Statement of Policy in Regard to Intellectual Property, Statement on Outside Activities for Holders of Academic Appointments, Policy on Individual Financial Conflicts of Interest for Persons Holding Faculty and Teaching Appointments, and Policy on Outside Activities and Interest Reporting. For a non-exhaustive list of Harvard University research policies, please see: <https://research.harvard.edu/research-policies-compliance/>.

Company may not use the name of Harvard or any of its schools or other units, other than to identify Consultant's employer, without prior written permission from Harvard.

To the extent that there is a conflict between the terms of the Harvard Policies or this Addendum, on the one hand, and the terms of the Agreement, on the other, the terms of the Harvard Policies and this Addendum shall control. Without limiting the foregoing, Company specifically acknowledges that Consultant cannot assign or convey to or vest in Company any rights in any intellectual property whatsoever, whether or not patentable or copyrightable, that conflict with Harvard's rights in or to such intellectual property under the Harvard Policies.

Company

Consultant

By: _____

By: _____

Name:

Title:

Date: _____, 20XX

Date: _____, 20XX