

Addendum to Consulting Agreement Between
_____ (“Company”) and
_____ (“Consultant”)

Company acknowledges that Consultant’s primary employment responsibility is to Harvard Medical School (HMS) and Harvard University (together, "Harvard") and that Consultant’s obligations under HMS policies (including policies related to faculty conflicts of interest and commitment, patents and intellectual property, and scientific misconduct) take priority over any obligations that Consultant may have to the Company by reason of the consulting agreement to which this Addendum is appended and into which it is incorporated and understood by the parties to be an integral part (“the Agreement”).

Company acknowledges that Consultant’s activities may be further bound by the policies of Governmental agencies (e.g. the National Institutes of Health) or funding agencies (e.g. the Howard Hughes Medical Institute or the Juvenile Diabetes Foundation) as applicable, including policies relating to consulting and conflicts of interest, and that such policies may take priority over any obligations that Consultant may have to the Company by reason of this Agreement.

The parties understand and agree that it is Consultant’s responsibility to ensure that Consultant’s services to the Company do not employ proprietary information of HMS nor make more than incidental use of HMS facilities, supplies or other resources (other than use of Consultant’s office and computer and the Harvard libraries) and do not involve HMS students, employees, post-doctoral trainees or any other HMS personnel other than the Consultant.

Consultant’s services may not restrict or hinder his/her ability to conduct current or foreseeable research or teaching assignments with Harvard, nor limit Consultant’s ability to publish work generated at or on the behalf of Harvard, nor infringe on Consultant’s academic freedom.

The Company will have no rights by reason of the Agreement in any intellectual property whatsoever, whether or not patentable or copyrightable, generated wholly or in part as a result of Consultant’s activities as an employee of Harvard or using the resources or proprietary information of Harvard.

The Company further acknowledges that Consultant will serve as a consultant in the capacity of an individual, and not as an agent, employee or representative of Harvard. Any confidential or other information provided to Consultant by Company will be deemed received only by Consultant as an individual and not by Harvard, and any obligations pertaining thereto will apply only to the Consultant and not Harvard.

The name of Harvard or its affiliates may not be used in connection with Consultant’s services, other than in affiliation as his employer, without written permission from Harvard.

To the extent the terms of this Addendum conflict with any of the terms of the Agreement, the terms of this Addendum will be deemed to supersede.

Company

Consultant

By: _____

By: _____

Name:

Name:

Title:

Date: _____

Date: _____