

**ADDENDUM TO CONSULTING AGREEMENT (“Addendum”)**

This Addendum is hereby incorporated into that certain Consulting Agreement between \_\_\_\_\_ (“Consultant”) and \_\_\_\_\_ ([“Company”] or [“Entity”]) dated \_\_\_\_\_ (“Consulting Agreement”).

1. The purpose of this Addendum is to ensure that Consultant’s commitments to Company are consistent with Consultant’s obligations to Cornell University and, where applicable, its Weill Cornell Medical College (collectively, “Cornell”). The undersigned agree that this Addendum is a part of the Consulting Agreement and further agree that if anything in the Consulting Agreement is inconsistent with this Addendum, this Addendum shall govern with respect to such inconsistency.
2. Company acknowledges that the terms and conditions of the Consulting Agreement are subordinate to obligations which Consultant has to Cornell as a Cornell faculty member, researcher and/or employee. Company understands and agrees that Consultant is an employee of Cornell, and that Consultant’s services under the Consulting Agreement may not restrict or limit Consultant’s obligations to Cornell or Consultant’s activities within the course and scope of their employment with Cornell.
3. The parties further understand and agree that Consultant is required to comply with Cornell policies related to faculty conflicts of interest and commitment, patent and intellectual property, and scientific or research misconduct, and that such compliance takes priority over, and shall supersede, any obligations Consultant may have to Company under the Consulting Agreement. Consultant may not have principal investigator responsibility for research outside of Cornell, and outside activities may not include the extension of Cornell research into the consulting activity.
4. Company understands and agrees that Consultant is obliged to assign and has preemptively assigned to Cornell all of Consultant’s rights in intellectual property resulting from activities conducted in the course of Consultant’s employment at Cornell or supported by more than incidental use of Cornell resources. Company has no rights by reason of the Consulting Agreement in any intellectual property that is subject to Consultant’s employment-related obligations to Cornell. Company further acknowledges that Consultant does not have the authority to assign, license or otherwise transfer rights in any of Cornell’s inventions.
5. The undersigned acknowledge (i) that Consultant is entering into the Consulting Agreement, and providing services to Company thereunder, as a private individual and not as an employee or agent of Cornell; (ii) Cornell is not a party to the Consulting Agreement and has no liability or obligation thereunder; (iii) Cornell is intended as a third party beneficiary of this Addendum and certain provisions of this Addendum are for the benefit of Cornell and are enforceable by Cornell in its own name; and (iv) Cornell and Consultant may have current or prospective legal and regulatory obligations to report this consulting activity and disclose the Consulting Agreement to applicable funding agencies, as well as obligations under applicable privacy laws, U.S. Export Control regulations, and/or applicable anti-corruption and anti-bribery laws.
6. The above provisions shall be and hereby are applicable to the entire term of the subject Consulting Agreement between Consultant and Company.

AGREED and ACCEPTED:

Authorized Official of Company	Signature	Date
Consultant	Signature	Date