

ADDENDUM TO _____ AGREEMENT (“Addendum”)

This Addendum is hereby incorporated into that certain _____ Agreement between _____ (“Consultant”) and _____ (“Company”) 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 its Weill Cornell Medical College (collectively, “WCMC”). 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 WCMC as a WCMC faculty member and employee, and in the event that there is any conflict or inconsistency between terms of the Consulting Agreement and the Consultant’s obligations to WCMC, the obligations to WCMC will govern with respect to such conflict or inconsistency.

3. Company may not use the name, logo, or service mark of WCMC or any variation or adaptation thereof without the prior written approval of WCMC.

4. Company agrees and understands that Consultant is obliged to assign and has preemptively assigned to WCMC all of Consultant’s rights in intellectual property resulting from activities conducted in the course of Consultant’s employment at WCMC or supported entirely or partly by WCMC resources. Company has no rights by reason of the Consulting Agreement in any intellectual property that is subject to Consultant’s obligations to WCMC.

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 WCMC; (ii) WCMC is not a party to the Consulting Agreement and has no liability or obligation thereunder; (iii) WCMC is intended as a third party beneficiary of this Addendum and certain provisions of this Addendum are for the benefit of WCMC and are enforceable by WCMC in its own name; and (iv) WCMC may have obligations to report this consulting relationship to funding agencies, potential research subjects and the general public, in compliance with federal regulations for promoting objectivity in research.

6. The above provisions shall be and hereby are in force and effect for the entire term of the Consulting Agreement between Consultant and Company.

AGREED and ACCEPTED:

_____ Authorized Official of Company	_____ Signature	_____ Date
_____ Consultant	_____ Signature	_____ Date