

CONTRACT ADDENDUM
(“Addendum”)

This Addendum is hereby incorporated into that certain Agreement, Contract or Engagement Letter (“Agreement”) by and between _____ (“Contractor”, the term “Contractor” shall *be synonymous with any reference to a Cornell employee in any Agreement with Company, e.g., designated as “Consultant,” “Advisor,” “Visiting Scientist”, etc.*), and _____ (“Company”), dated _____.

1. Contractor has pre-existing employment obligations to Cornell University. The purpose of this Addendum is to ensure that Contractor’s commitments to Company are consistent with Contractor’s pre-existing employment 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 Agreement with Contractor, and further agree that if any provision of the Agreement is inconsistent with this Addendum, this Addendum shall govern with respect to such inconsistency(ies).
2. Company acknowledges that the terms and conditions of the Agreement are subordinate to obligations which Contractor has to Cornell as a Cornell employee. Company understands and agrees that Contractor is an employee of Cornell, and that Contractor’s services under the Agreement shall not restrict or limit Contractor’s obligations to Cornell or their activities within the course and scope of their employment with Cornell.
3. The parties further understand and agree that Contractor is required to comply with Cornell policies related to faculty conflicts of interest and commitment, patent and intellectual property, scientific or research misconduct, and that such compliance takes priority over, and shall supersede, any conflicting obligations Contractor may have to Company under the Agreement. Principal investigator research responsibilities *outside* of Cornell must be fully disclosed to Cornell in advance of such activity to determine whether the activities are capable of conflicts management. Contractor’s external consulting activities may not include an extension of Cornell’s intellectual property or the pursuit of the faculty member’s Cornell research as within the scope of Contractor’s external activities for Company.
4. Company understands and agrees that Contractor is obliged to assign and has pre-emptively assigned to Cornell all of Contractor’s rights in intellectual property resulting from activities conducted in the course of Contractor’s employment at Cornell, or supported by more than incidental use of Cornell resources. Company has no rights by reason of the Agreement in any intellectual property that is subject to Contractor’s employment-related obligations to Cornell. Company further acknowledges that Contractor does not have the authority to assign, license or otherwise transfer rights in any of Cornell’s inventions or intellectual property. Similarly, Cornell has no rights or interests in Company’s intellectual property arising solely under its arrangement with Contractor and absent any use or contribution of Cornell owned intellectual property.
5. The undersigned acknowledge (i) that Contractor is entering into the 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 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 Contractor may have current or prospective legal and regulatory obligations to report this activity and disclose the 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 Agreement between Contractor and Company.

AGREED and ACCEPTED:

Authorized Official of Company

Signature

Date

Contractor

Signature

Date