

NYU LANGONE HEALTH FACULTY CONSULTING ADDENDUM

Company:
Consultant:

1. The Company acknowledges that the Consultant's primary employment responsibility is to New York University and NYU Langone Health (together, "NYU") and that, notwithstanding anything in 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"), the Consultant is bound by all policies of NYU, including policies related to the performance of outside consulting activities and related to the ownership of inventions and research data made, created or discovered by the Consultant, and by NYU's commitments to the policies of governmental agencies or other sponsors of the Consultant's research at NYU. In the event of any inconsistencies between the Consultant's obligations to the Company and to NYU, the Company agrees that the Consultant's obligations to NYU shall prevail.
2. The Company further acknowledges that the Consultant has assigned and shall assign to NYU all inventions, discoveries and other intellectual property rights subject to NYU ownership under NYU policies, including all intellectual property made in the course of the Consultant's duties and activities at NYU or made with greater than incidental use of NYU resources. The Company shall have no rights under this Agreement to any publication, invention, discovery, improvement, or other intellectual property whatsoever owned by NYU or developed as a result of research financed, in whole or in part, by funds provided by or under the control of NYU.
3. The Consultant and the Company may not use in this engagement the facilities, equipment, materials, funds, or resources owned or administered by NYU or located on any premises of NYU, or engage or employ students, trainees, post-doctoral fellows or other employees of NYU to provide services under the Agreement. The Consultant also must not disclose or use any inventions owned by NYU or any unpublished data or results of research or clinical activity of NYU in the services to the Company.
4. From time to time, the Consultant may be unavailable to perform consulting duties. Should such unavailability be attributable to prior obligations to NYU, including but not limited to, teaching and other academic duties and attending scientific conferences, such unavailability shall not be considered a breach of this Agreement.
5. Nothing in this Agreement shall be interpreted to prohibit the Consultant from engaging in clinical, research or teaching activities at NYU or from accepting research or education funding from third parties, nor limit the Consultant's ability to publish work generated at or on the behalf of NYU, nor infringe on the Consultant's academic freedom.
6. In the event that the services including speaking at an event sponsored by the Company, the Company acknowledges that the Consultant must comply with requirements and restrictions outlined in the Policy on Speaking Supported by Industry, including, but not limited to, disclosure of the Consultant's relationship with the Company to the audience prior to the start of the Consultant's lecture/presentation.
7. The Company agrees that the Consultant serves the Company under this Agreement in his individual capacity, as an independent contractor, and not as an agent or representative of NYU, that NYU exercises no authority or control over the Consultant while acting in such capacity, that NYU receives no benefit from such activity, that NYU is not a party to this Agreement, and that NYU makes no representation or warranties under this Agreement and assumes no liability or obligation in connection with any such work or service by the Consultant. The Company further agrees that any breach, error, or omission by the Consultant acting in such capacity or otherwise under this Agreement shall not be imputed or otherwise attributed to NYU. Except for accurately describing the Consultant's affiliation with NYU, neither party shall use the NYU name in a manner that would identify NYU with any product or any commercial or other activity that would imply endorsement or support thereby by NYU.
8. The Company agrees, at its sole expense, to defend NYU against, and to indemnify and hold NYU harmless from, any claim, liability, judgment, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against NYU, either arising from the Agreement, the Consultant's performance of services for the Company under the Agreement, or any Company products or services which result from the Consultant's performance of services under the Agreement.
9. 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.