**COLUMBIA UNIVERSITY**

**FACULTY CONSULTING OR OTHER EXTERNAL PROFESSIONAL ACTIVITY**

**AGREEMENT ADDENDUM**

1. This Addendum to the Agreement (“Agreement”) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Entity”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”) sets forth additional terms and conditions to the Agreement.
2. Entity understands and agrees that Consultant is an employee of Columbia University (“Columbia”), has pre-existing obligations to Columbia, and that Consultant’s primary professional responsibility is to Columbia, including to its education, research, and clinical programs. Entity further understands and agrees that neither Consultant’s services under the Agreement nor the Agreement itself may restrict Consultant’s ability to conduct current or foreseeable research, teaching or clinical responsibilities or activities at Columbia, nor limit Consultant’s ability to publish work generated at or on behalf of Columbia.
3. Entity understands and agrees that Consultant must comply with Columbia policies and the laws, regulations, policies, and/or contractual terms of research sponsors at Columbia including, but not limited to, disclosure of this Agreement to Columbia and such sponsors, and privacy and anti-corruption laws, regulations and policies.
4. Entity understands and agrees that any listing of Consultant on any publication resulting from Consultant’s activities for Entity that references Consultant’s affiliation with Columbia must include the following disclosure: *“Dr./Professor/Title [Name]’s contribution to this publication was done in their individual capacity, as a paid consultant, not in connection with their Columbia University duties or responsibilities.”* Entity and Consultant further understand and agree that Consultant must also make such disclosure at any speaking engagements related to the services Consultant provides under the Agreement.
5. Entity understands and agrees that Consultant may not use any confidential, intellectual property, or other proprietary information owned by Columbia or acquired in the context of Consultant’s employment at Columbia in the Consultant’s provision of services to Entity.
6. Entity understands and agrees that Contractor is obliged to assign and has pre-emptively assigned to Columbia all of Contractor’s rights in intellectual property resulting primarily from the use of Columbia facilities or from the activities of Consultant while engaged in services to Columbia. Company has no rights to or licenses under any intellectual property that is subject to Contractor’s employment-related obligations to Columbia. Company further acknowledges that Contractor has no authority to assign, license, or otherwise transfer any rights in any Columbia inventions or intellectual property.
7. Entity understands and agrees that an invention made by Consultant in the course of this Agreement may be assigned to Entity only if it is unrelated to the activities for which Consultant is employed by Columbia and it was not made or conceived under circumstances involving Columbia facilities or personnel. Entity further understands and agrees that all inventions made or conceived under circumstances involving Columbia facilities or personnel are the property of Columbia.
8. Entity understands and agrees that Consultant’s services to Entity may not make more than incidental use of Columbia facilities, supplies, equipment, or other resources, and that Consultant’s services to Entity may not involve any Columbia students, employees, post-doctoral trainees or any other Columbia personnel other than the Consultant.
9. Entity understands and agrees that Entity shall not use the names, logo or marks of Columbia or any Columbia school or department or any of its affiliates, without prior written permission from Columbia. Entity further understands and agrees that the Entity shall not represent or imply that Columbia or its faculty, staff, employees, students or volunteers endorses or is affiliated with Entity or any of its products or services, other than as described in the disclosure set forth in Paragraph 4.
10. Entity understands and agrees that Consultant will serve as a professional in the capacity of an individual, and not as an agent, employee or representative of Columbia. Entity further understands and agrees that any confidential or other information Entity provides to Consultant will be received only as an individual and any obligations pertaining thereto will apply only to the Consultant, and not to Columbia.
11. Entity understands and agrees that Columbia makes no representations or warranties about the services provided by Consultant, for which Consultant is solely responsible. Columbia provides no insurance or indemnity for the services Consultant provides to Entity.
12. In the event of any conflict between Consultant's obligations or commitments to Columbia (including without limitation, under Columbia's intellectual property policies) and any obligations, representations or warranties on the part of Consultant under this Agreement, Consultant's obligations and commitments to Columbia shall govern and his compliance therewith shall not be deemed to be a breach of the Agreement.
13. Consultant may terminate this agreement at any time in the event that it conflicts with or is not compliant with applicable law, regulation or Columbia policy.
14. Entity and Consultant acknowledge and agree that the terms and conditions of this Addendum are incorporated into and made a part of the Agreement and supersede any conflicting terms or conditions of the Agreement.

**Entity Consultant**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_