

Addendum to Consulting Agreement (the "Agreement")
Between
("Company")
And
("Consultant")

Company acknowledges that Consultant's primary responsibilities are to President and Fellows of Harvard College ("Harvard") and that Consultant is required to comply with Harvard policies, including Harvard's *Statement of Policy in Regard to Intellectual Property*, as amended, restated and renamed on February 4, 2008, amended on October 4, 2010 and as may be further amended from time to time (collectively, "Harvard Policies"). Company further acknowledges that the Harvard Policies take priority over any obligations that Consultant may have to Company by reason of the Agreement.

Company agrees that it will not request or require Consultant, in the performance of his or her services to the Company, to employ proprietary information of Harvard, to make use of Harvard's time or resources, or to involve Harvard students, employees, post-doctoral trainees or any other Harvard personnel other than Consultant.

Nothing in the Agreement shall be construed to restrict or hinder Consultant's ability to conduct current or future research or teaching assignments with Harvard, to limit Consultant's ability to publish work generated in the performance of Consultant's research or teaching at Harvard, or to infringe on Consultant's academic freedom.

Company further acknowledges that Consultant, in his or her capacity as a consultant, is not an agent or representative of Harvard for any purpose, and has no authority to act for or bind Harvard. Without limiting the foregoing, any obligations pertaining to any confidential or other information provided to Consultant by Company will apply only to Consultant and not Harvard.

Company may not use the name of Harvard or any of its schools or other units, other than to identify Consultant's employer, without prior written permission from Harvard.

To the extent that there is a conflict between the terms of the Harvard Policies or this Addendum, on the one hand, and the terms of the Agreement, on the other, the terms of the Harvard Policies and this Addendum shall control. Without limiting the foregoing, Company specifically acknowledges that Consultant cannot assign or convey to or vest in Company any rights in any intellectual property whatsoever, whether or not patentable or copyrightable, that conflict with Harvard's rights in or to such intellectual property under the Harvard Policies.

Company

Consultant

By: _____

By: _____

Name:

Title:

Date: _____, 20__

Date: _____, 20__