

**Appendix C – GR078  
ADDENDUM TO CONSULTING AGREEMENT (“Addendum”)**

Addendum to that certain Consulting 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 The Feinstein Institute for Medical Research and the North Shore-LIJ Health System (“FEINSTEIN”). 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 as to such inconsistency.
2. Company acknowledges that the terms and conditions of the Consulting Agreement are subordinate to obligations which Consultant has to FEINSTEIN as a FEINSTEIN 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 FEINSTEIN, the obligations to FEINSTEIN will govern as to such conflict or inconsistency.
3. Company may not use the name, logo, or service mark of The Feinstein Institute for Medical Research or of the North Shore-LIJ Health System or any variation or adaptation thereof without the prior written approval of FEINSTEIN.
4. Company agrees and understands that Consultant is obliged to assign and has preemptively assigned to FEINSTEIN all of Consultant’s rights in intellectual property conceived or made by Consultant and arising from research that has been or is supported entirely or partly by FEINSTEIN resources. Company has no rights by reason of the Consulting Agreement in any intellectual property that is subject to Consultant’s obligations to FEINSTEIN.
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 FEINSTEIN; (ii) FEINSTEIN is not a party to the Consulting Agreement and has no liability or obligation thereunder; (iii) FEINSTEIN is intended as a third party beneficiary of this Addendum and certain provisions of this Addendum are for the benefit of FEINSTEIN and are enforceable by FEINSTEIN in its own name; and (iv) FEINSTEIN 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