

**ATTACHMENT A**

Addendum to Consulting Agreement  
Between  
\_\_\_\_\_ (“Company”) and  
\_\_\_\_\_ (“Consultant”)

Company acknowledges that Consultant’s primary employment responsibility is to The Ohio State University (“University”) and that Consultant’s obligations under University policies take priority over any obligations that Consultant may have to the Company by reason of any consulting agreement entered into between Consultant and Company (the “Agreement”).

Company acknowledges that Consultant’s activities may be further bound by the rules, regulations and policies (collectively referred to herein as “policies”) of the University, Governmental agencies (e.g. the National Institutes of Health) or other funding agencies as applicable, including policies relating to consulting and conflicts of interest, and that such policies may take priority over any obligations that Consultant may have to the Company by reason of the Agreement.

The parties understand and agree that it is Consultant’s responsibility to ensure that Consultant’s services to the Company do not employ proprietary information of the University or entrusted to the University, nor make use of the University’s resources nor involve University students, employees, post-doctoral trainees or any other University personnel other than the Consultant.

Consultant’s obligations under the Agreement may not restrict or hinder his/her ability to conduct current or future research or teaching assignments with the University, nor limit Consultant’s ability to publish work generated at or on the behalf of the University, nor infringe on Consultant’s academic freedom.

All rights, title and interests in discoveries, inventions and patents shall be the sole property of the University if developed by Consultant:

1. acting within the scope of their employment for the University; or
2. utilizing funding, equipment, or infrastructure provided by or through the University; or
3. conducting research or investigation in any experiment station, bureau, laboratory, research facility, or other facility of the University.

Company has no rights by reason of the Agreement in any works made for hire that are owned by the University.

The Company further acknowledges that Consultant will serve as a consultant in the capacity of an individual, and not as an agent, employee or representative of the University. Any confidential or other information provided to Consultant by Company will be deemed received only by Consultant as an individual and not by the University, and any obligations pertaining thereto will apply only to the Consultant and not the University.

The name and trademarks of the University or its affiliates may not be used in connection with Consultant’s services, other than in identifying his/her affiliation with the University, without prior written permission from the University.

This addendum supersedes any and all provisions of the Agreement that are contrary to or in conflict with the above provisions.

<b>Consultant</b>	<b>Company</b>
<b>By:</b>	<b>By:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>