

**STANFORD UNIVERSITY REQUIRED ADDENDUM  
TO CONSULTING OR RELATED AGREEMENT**

1. This Addendum to the Agreement (“Agreement”) between \_\_\_\_\_ (“Entity”) and \_\_\_\_\_ (“Consultant”) sets forth additional terms and conditions that are required in connection with Consultant’s employment by Stanford University (“Stanford”).
2. Entity understands and agrees that Consultant is an employee of Stanford, and that Consultant’s primary professional responsibility is to Stanford, including to its education, research, and scholarship programs. Entity further understands and agrees that Consultant’s services under the Agreement may not restrict or hinder his/her ability to conduct current or foreseeable research or teaching assignments with Stanford, nor limit Consultant’s ability to publish work generated at or on the behalf of Stanford, nor infringe on Consultant’s academic freedom.
3. The parties understand and agree that Consultant must comply with Stanford policies related to, among other things, conflicts of interest and commitment, patent and intellectual property, and scientific or research misconduct, and that such compliance takes priority over, and shall supersede, any obligations Consultant may have to Entity under the Agreement. For example, if Consultant is employed full-time by Stanford, his/her consulting activities are limited to 13 days per academic quarter, and she/he may not have outside managerial responsibilities or any title that implies such management responsibilities regardless of consulting duties, even while on sabbatical leave. Additionally, Consultant may not have principal investigator responsibility for research outside of Stanford, and outside activities may not include the extension of Stanford research into the consulting activity, such that a third party receives early or exclusive access to Stanford research results.
4. The parties understand and agree that any listing of Consultant on any publication resulting from Consultant’s activities for Entity must include the following disclosure: “Dr./Professor/Title [Name]’s contribution to this publication was as a paid consultant and was not part of his/her Stanford University duties or responsibilities.” Entity and/or Consultant must also make such disclosure at any speaking activities related to the services provided by Consultant under this Agreement.
5. Entity understands and agrees that Consultant’s activities may be bound by the policies of governmental and funding agencies as applicable, including policies and regulations relating to outside professional activities and conflicts of interest. The parties further understand and agree that such governmental requirements supersede any obligations that Consultant may have to Entity under the Agreement.
6. The parties understand and agree that Consultant may not use any confidential or proprietary information in the performance of Consultant’s obligations to Entity that Consultant may have acquired through his/her employment, business or research activities at Stanford.
7. Entity understands and agrees that Stanford owns all right, title and interest in all potentially patentable inventions conceived, or first reduced to practice, in whole or in part, by Consultant in the course of Consultant’s Stanford activities, or with more than incidental use of Stanford resources, and that such intellectual property is and must be assigned to Stanford. In addition, title to copyrightable works developed by Consultant with significant use of Stanford resources is also assigned to the Stanford. Entity further acknowledges that Consultant does not have the authority to assign or otherwise transfer rights in any of Stanford’s inventions.

8. The parties understand and agree that Consultant's services to Entity may not make more than incidental use of Stanford facilities, supplies, equipment, or other resources, and that Consultant's obligations to Entity may not involve any Stanford students, employees, post-doctoral trainees or any other Stanford personnel other than the Consultant.
9. Entity understands and agrees that it shall not use the names, logo or marks of Stanford or any of its affiliates, faculty, staff, employees, students or volunteers in connection with Consultant or Consultant's services, without prior written permission from Stanford. Entity shall not represent or imply that Stanford endorses Entity or any of its products or services.
10. The parties understand and agree that in the event Consultant's appointment is with the Stanford School of Medicine, Consultant must also comply with Stanford Interactions with Industry Policy, which precludes Consultant from, among other things, participating in any Entity activities that are designed solely or predominantly for sales and marketing purposes, participating in "Speaker's Bureaus," or publishing articles under his/her own name that are written in whole or material part by Entity's employees (also known as "ghost writing").
11. Entity understands and agrees that Consultant will serve as a consultant in the capacity of an individual, and not as an agent, employee or representative of Stanford. Any confidential or other information provided to Consultant by Entity will be deemed received only by Consultant as an individual and not by Stanford and any obligations pertaining thereto will apply only to the Consultant and not Stanford.
12. The parties understand that Stanford makes no representations or warranties about the work that is being provided by Consultant, which is his or her responsibility alone. Stanford does not provide any insurance or indemnity for the services provided by Consultant to Entity.
13. The parties understand and agree that Consultant is required to comply with all applicable laws, including privacy laws and Stanford's anti-bribery policy. Entity, on behalf of itself and all of its representatives, understands and agrees that it cannot make, offer, request or receive any payments in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and any other applicable anti-corruption laws.
14. The terms of this Addendum are incorporated by reference into the Agreement. To the extent any terms of this Addendum conflict with any of the terms of the Agreement, the terms of this Addendum shall be deemed to supersede. This Addendum cannot be changed except by a written document signed by both parties and approved by Stanford's Office of the Vice Provost and Dean of Research.

Entity

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Consultant

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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