**Addendum**

[**Note**: Consulting arrangements may also raise personal issues requiring the attention of your own attorney, such as tax and stock ownership issues, covenants not to compete, or other issues. This Addendum is not legal advice or a substitute for legal advice from your attorney. You should carefully review the Agreement and consult your own attorney as desired. *Generally, consulting agreements are very negotiable; companies are eager to enter into consulting agreements with you because of your expertise and reputation. Accepting a company template without discussion or additional review may be problematic.* Since consulting is a private activity, you will not be considered an Arizona employee when providing consulting services, and Arizona will not indemnify you or provide you any legal defense if you are sued and/or found liable as a result of your consulting activities. (Please delete the text of this note prior to completing this Addendum.)]

Title of Agreement to which this is an addendum:

Date:

Company Name:

Consultant Name:

This Addendum is attached to and incorporated in the agreement referenced above (the **“Agreement”**). This Addendum is entered into between the consultant listed above (**“Consultant”**), who is also an employee of the Arizona Board of Regents, on behalf of the University of Arizona (**“University”**), and the company listed above (**“Company”**).

Company and Consultant hereby agrees as follows:

1. **Addendum Controls over Agreement.** Company acknowledges that Consultant’s primary employment responsibility is to the University of Arizona, and that Consultant’s obligations to the University take priority over any obligations that Consultant may have to the Company by reason of the Agreement. As an employee of the University, Consultant is subject to all of the University’s policies and procedures including, without limitation, its polices regarding intellectual property ownership, conflict of interest, and conflict of commitment. To the extent any terms of the Agreement conflict with those in this Addendum or any University policy, this Addendum and University policy controls.
2. **Intellectual Property.** Pursuant to University policies, Consultant has already assigned rights in certain of his or her inventions and ideas, including intellectual property rights therein, to the University. If this Agreement contemplates any assignment to or ownership by company in any inventions or ideas of Consultant, then Company and Consultant both agree that Consultant cannot assign intellectual property to Consultant that is owned by the University pursuant to its policies. The scope of work contemplated under the Agreement does not and will not cover or overlap with any Consultant’s activities with or responsibilities to University. To the extent that the scope of work overlaps with Consultant’s responsibilities to University, it is hereby narrowed so as to remove any such overlap.
3. **Other University Resources.** The parties understand and agree that Consultant’s services to the Company will not employ proprietary or confidential information belonging to the University, nor make more than incidental use of University facilities, supplies or other resources (use of Consultant’s office, computer, and the University libraries are considered incidental), and do not involve University students, employees, post-doctoral trainees or any other University personnel other than the Consultant.
4. **Conflict of Interest.** Company and Consultant agree that Consultant will not be involved, directly or indirectly, in any matter, in any business decision or contract between Company and University relating to the subject matter of this Agreement. The parties further agree that if Consultant’s work for Company is in the area of Consultant’s federally funded research, Consultant will likely be required to disclose Consultant’s financial interest in the Company to the University; the University may require the Consultant to restrict her/his role in the research to mitigate any conflict arising from such interest. The parties agree to comply with federal regulations and University policy on conflicts of interest.
5. **Marketing and Logos.** Company may not use University marks, logos, or other identifiers and may not promote, market, or suggest any relationship with the University by virtue of the Agreement. Company will not imply or suggest that any of its products or activities are endorsed or affiliated with University. All uses of Consultant’s name, image, or likeness will be accurate and used only with express permission of the Consultant.
6. **Individual Capacity.** Consultant is entering into this agreement in their personal and individual capacity, and not as a University employee. University employees have no authority to alter their obligations to the University or any University policies, procedures, or rules through the terms of their consulting agreements. The Agreement is not binding on the University.
7. **Reserved Faculty Rights.** Consultant’s services may not restrict or hinder his/her ability to conduct current or foreseeable 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.
8. **Additional Third Party Interest.** Company acknowledges that Consultant’s activities may be further bound by the policies of other Governmental agencies (e.g. the National Science Foundation) or private funding agencies as applicable, including policies relating to intellectual property, 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.

**Company: Consultant:**

By: By:

Name: Name:

Title: Title: