**ATTACHMENT A**

Addendum to Consulting Agreement

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Consultant”)

Company acknowledges that Consultant’s primary employment responsibility is to Northeastern University and \_\_\_(COLLEGE)\_\_\_\_\_\_\_\_\_ (together, "Northeastern") and that Consultant’s obligations under Northeastern policies take priority over any obligations that Consultant may have to the Company by reason of this Agreement.

Company acknowledges that Consultant’s activities may be further bound by the policies of Governmental agencies or 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 this 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 Northeastern nor make substantial use of Northeastern's time or resources nor involve Northeastern students, employees, post-doctoral trainees or any other Northeastern personnel other than the Consultant.

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

The Company will have no rights by reason of the Agreement in any intellectual property whatsoever, whether or not patentable or copyrightable, generated wholly or in part as a result of Consultant’s activities as an employee of Northeastern or using the resources or proprietary information of Northeastern.

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 Northeastern. Any confidential or other information provided to Consultant by Company will be deemed received only by Consultant as an individual and not by Northeastern, and any obligations pertaining thereto will apply only to the Consultant and not Northeastern.

The name of Northeastern may not be used in connection with Consultant’s services, other than in affiliation as his employer, without written permission from Northeastern.

Company Consultant

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

Name:

Title:

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021