ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI
UNIFORM PROVISIONS
FOR SPEAKING ENGAGEMENTS

1. Faculty and staff of Icahn School of Medicine at Mount Sinai (“MOUNT SINAI”) are subject to MOUNT SINAI’s policy on Interactions with Vendors and Other Commercial Entities http://www.mssm.edu/about-us/services-and-resources/faculty-resources/handbooks-and-policies/conflicts-of-interest/vendors/policy-overview and Speaking Engagements http://www.mssm.edu/about-us/services-and-resources/faculty-resources/handbooks-and-policies/conflicts-of-interest/vendors/off-campus-vendor-support/speaking-engagements.

2. It is required by MOUNT SINAI that these Uniform Provisions for Speaking Engagements (“Uniform Provisions”) be attached to any written agreement (“Agreement”) that will cover participation in a speaking engagement, by MOUNT SINAI faculty or staff (“Speaker”) for an outside entity (“Company”), and must be signed by both parties to the Agreement. By signing these Uniform Provisions, the parties to the Agreement agree to abide by these Uniform Provisions, and further agree that if anything in the Agreement is inconsistent with these Uniform Provisions, these Uniform Provisions shall govern.

3. The Agreement shall become effective on the date of last signature on the Agreement (“Effective Date”) and shall expire one (1) year after the Effective Date (“Term”). The Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. The Agreement shall not automatically renew and must either terminate or be renewed through written amendment reviewed by MOUNT SINAI and signed by both parties.

4. The Speaker may disclose to the Company any information that the Speaker would normally freely disclose to other members of the scientific community at large, whether by publication, by presentation at seminars, or in informal scientific discussions, but the Speaker shall not disclose to the Company information that is proprietary and/or confidential to MOUNT SINAI and is not generally available to the public (“MOUNT SINAI Confidential Information”). In the event that the Speaker inadvertently discloses MOUNT SINAI Confidential Information, the parties recognize and agree that such disclosure shall not be construed as granting to Company any property rights, by license or otherwise, to any MOUNT SINAI Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on MOUNT SINAI Confidential Information.

5. (a) The Speaker shall perform speaking services (“Services”) the subject matter of which shall be the disease state and treatment options within the Speaker’s medical or scientific expertise (“Field”). All services performed under the Agreement shall be in the Field. Therefore all references herein (and in any attached schedule) to “Services” shall be understood as references to Services in the Field.

(b) None of the Services shall require Speaker to engage in marketing activities for the Company or endorse the Company’s products and/or services. Speaker is prohibited from participation in a Company event where the overall event serves a marketing purpose, even if the Speaker’s role is educational.

(c) In performing the Services, Speaker shall not engage in the practice of medicine, function as the director or investigator of any research efforts, or use Mount Sinai’s facilities.

(d) Any photograph, videotape, reproduction, likeness or image of Speaker shall not be used by Company, its affiliates, subsidiaries or successors for recruiting, publicity, marketing, or company/product endorsement purposes. All press materials which include Speaker’s affiliation with MOUNT SINAI shall be shared with The Mount Sinai Medical Center Marketing and Communications Department for review before release and shall disclose that Speaker receives financial compensation from the Company.

(e) For any presentation Speaker provides in Speaker’s performance of the Services, (i) Speaker shall have sole and complete control over the content of the presentation as well as any materials used in connection therewith; (ii) all presentation materials shall be substantially the work product of Speaker, except that minimal use of Company slides is permitted; and (iii) Company may review and shall have the right to approve the presentation solely for purposes of compliance with FDA regulations. If requested, Speaker shall submit all presentations and materials for review in advance of the program date. If and when changes are made with Speaker’s approval, and the presentation and materials are accepted by the Company, Speaker shall adhere to such presentation and materials and shall not reorganize, modify, edit, or supplement the materials except through the process as described above.
6. (a) “Confidential Information” shall mean any and all information that is provided by Company to Speaker in Speaker’s performance of the Services under and during the Term of the Agreement, whether orally or in written, electronic or other tangible form. The confidentiality obligations and use restrictions of the Agreement regarding Confidential Information shall survive termination or expiration of the Agreement and will be binding upon Speaker, its heirs, successors, and assigns for a period of three (3) years from the Effective Date.

(b) With respect to Confidential Information that rises to the level of a “trade secret”, as defined under applicable law, the confidentiality obligations and use restrictions shall be binding upon Speaker, its heirs, successors, and assigns for the greater of three (3) years or the period of time such information retains its status as a “trade secret” as determined under applicable law, whichever is longer.

(c) The confidentiality obligations and use restrictions regarding Confidential Information shall not apply to information that: (i) becomes part of the public domain through no fault of Speaker; (ii) is rightfully obtained by Speaker from a third party with the right to transfer such information without imposing an obligation of confidentiality; (iii) is independently developed by Speaker without use of Company’s Confidential Information; or (iv) was lawfully in Speaker’s possession at the time of disclosure to Speaker by Company, without restriction on disclosure. Additionally, Speaker may disclose Confidential Information as required by law, court order, or other governmental authority with jurisdiction, provided that Speaker promptly notifies Company in writing of such requirement and complies, at Company’s written request and expense, with Company’s lawful efforts to prevent or limit the scope of such required disclosure.

(e) The Speaker shall retain the right to provide the terms and conditions of the Agreement and any fees payable to Speaker’s employer MOUNT SINAI.

7. All written materials and other works that may be subject to copyright that are generated by Speaker in Speaker’s performance of the Services under and during the Term of the Agreement (“Works”) shall be Company’s property. Speaker shall retain the right to use such Works for educational and/or research purposes on behalf of Speaker’s employer MOUNT SINAI.

8. The Company shall have no rights by reason of the Agreement in any publication, invention, discovery, improvement, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, which is developed as a result of a program of research financed, in whole or in part, by funds provided by or under the control of MOUNT SINAI.

9. Each party to the Agreement acknowledges that the Speaker is entering into the Agreement, and providing services to the Company, as an Independent Contractor.

10. Company acknowledges that Speaker is a full-time employee of MOUNT SINAI and agrees that, in the event the terms and conditions of the Agreement are in conflict with the terms and conditions of Speaker’s employment by MOUNT SINAI, including the terms of any grants or contracts administered by MOUNT SINAI for which Speaker performs services, the latter shall prevail. Speaker represents that, as of the date of execution of the Agreement, no such conflicts exist with any MOUNT SINAI terms and conditions and that, if any arise during the Term of the Agreement, Speaker will promptly inform Company in writing and Company will have the right immediately to terminate the Agreement in such event. Except for accurately describing Speaker’s affiliation with MOUNT SINAI, neither party shall use MOUNT SINAI’s name in a manner that would identify MOUNT SINAI with any product or any commercial or other activity that would imply endorsement or support thereof by MOUNT SINAI.

Signed:
Authorized Officer of Company: ________________________________ Date: ____________________
Speaker: ________________________________ Date: ____________________