

1. Company acknowledges that Consultant 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 Consultant's employment by MOUNT SINAI, including the terms of any grants or contracts administered by MOUNT SINAI for which Consultant performs services, the latter shall prevail. Consultant 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, Consultant will promptly inform Company in writing and Company will have the right immediately to terminate the Agreement in such event. Except for accurately describing Consultant'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.
2. 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](#).
3. It is required by MOUNT SINAI that these Uniform Provisions for Consulting ("Uniform Provisions") be attached to any written agreement ("Agreement") that will cover consulting services provided by MOUNT SINAI faculty or staff ("Consultant") 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.
4. The Agreement is limited to a one-year, renewable Term, which 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. Annual renewal of the Agreement must be through written amendment, reviewed and approved by MOUNT SINAI, and signed by both parties.
5. The Consultant may disclose to the Company any information that the Consultant 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 Consultant 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 Consultant 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.
6. Services:
  - (a) The Consultant shall perform consulting services ("Services") the subject matter of which shall be limited to the Consultant's non-proprietary, general medical or scientific expertise ("Field"). Additional services cannot be added to the Agreement via Work Order, Statement of Work, Annex, or the like (collectively, "Additional Work Order") unless such Additional Work Order: (i) specifically incorporates by reference the original Agreement, (ii) specifies, at a minimum, the Services to be performed by Consultant and the compensation or billing rates for the Services, (iii) is binding only when signed by both parties. Consultant shall ensure that each Additional Work Order is reviewed and approved by MOUNT SINAI, in its capacity as Consultant's employer, prior to execution by the parties.
  - (b) In performing the Services, Consultant shall not engage in the practice of medicine, conduct research, use Mount Sinai's facilities or personnel, or provide access to any Mount Sinai patient data, even if de-identified, unless covered by a separate sponsored research agreement with Mount Sinai.
  - (c) Consultant may not engage in marketing activities for the Company or endorse the Company's products and/or services. Consultant is prohibited from participation in a Company event where the overall event serves a marketing purpose, even if the Consultant's role is educational or otherwise non-promotional. Speaker presentations must be fair and balanced, scientific, disease-state material, and may not include exclusive discussion of Company products and or services. For the avoidance of doubt, Consultant's role shall be limited to speaking in unbranded, disease-state related programs.
  - (d) For any presentation Consultant provides in Consultant's performance of the Services, (i) Consultant shall have final control over the content of the presentation as well as any materials used in connection therewith; (ii) Company

may review and shall have the right to approve the presentation solely for purposes of compliance with FDA regulations or the regulations of the applicable oversight regulatory body.

If requested, Consultant shall submit all presentations and materials for review in advance of the program date. If and when changes are made with Consultant's approval, and the presentation and materials are accepted by the Company, Consultant shall adhere to such presentation and materials and shall not reorganize, modify, edit, or supplement the materials except through the process as described above. If the Company rejects any changes proposed by Consultant, Consultant shall retain the right to terminate the Agreement and/or withdraw from the presentation.

(e) No photograph, videotape, reproduction, likeness or image of Consultant shall be used by Company, its affiliates, subsidiaries or successors for recruiting, publicity, marketing, or company/product endorsement purposes. All press materials which include Consultant's affiliation with MOUNT SINAI shall be shared with The Mount Sinai Health System Marketing and Communications Department for review and written approval before release and shall disclose that Consultant receives financial compensation from the Company.

(f) For clarity and notwithstanding anything to the contrary in the Agreement, Company shall only have ownership of results of Consultant's work and/or materials to the extent such results are produced in performance of the Services and are in the Field. Company agrees that Company shall not have or claim any ownership of or exclusive rights in the expression of the Consultant's general or specific knowledge, including knowledge in the field of the Consultant's expertise, including any expression of such knowledge in written or other form, that is not limited to the Company's proprietary products and proprietary services within the Consultant's medical or scientific expertise.

7. Confidential Information:

(a) "Confidential Information" shall mean any and all information that is provided by or on behalf of Company to Consultant in Consultant'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 Consultant, its heirs, successors, and assigns for a period of five (5) years from the Effective Date.

(b) 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 Consultant; (ii) is rightfully obtained by Consultant from a third party with the right to transfer such information without imposing an obligation of confidentiality; (iii) is independently developed by Consultant without use of Company's Confidential Information; or (iv) was lawfully in Consultant's possession at the time of disclosure to Consultant by Company, without restriction on disclosure. Additionally, Consultant may disclose Confidential Information as required by law, court order, or other governmental authority with jurisdiction, provided that Consultant 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.

(c) The Consultant shall retain the right to provide the terms and conditions of the Agreement and any fees payable to Consultant's employer MOUNT SINAI.

8. Except as otherwise provided herein, only such written materials and other works that may be subject to copyright and those inventions conceived and reduced to practice by Consultant solely in Consultant's performance of the specific Services under and during the Term of the Agreement ("Works") shall be Company's property.

9. 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, that 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.

10. Each party to the Agreement acknowledges that the Consultant is entering into the Agreement, and providing services to the Company, as an Independent Contractor. Consultant retains the right to contract with other companies or entities with respect to the provision of consulting services without restriction, provided that the terms of those other arrangements do not impair Consultant's ability to comply with Consultant's obligations to Company under this Agreement.

*Signatures:*

Company \_\_\_\_\_ Printed Name of Authorized Company Officer: \_\_\_\_\_

Authorized Company Officer Signature \_\_\_\_\_ Date: \_\_\_\_\_

Consultant (Faculty) Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_