

Appendix A: Consulting Agreement Template

This Consulting Agreement (this “**Agreement**”) is entered into as of [DATE], by and between [], a [] company with a principal address at [] (“**Company**”), and [] (“**Consultant**”), an employee and faculty member of Icahn School of Medicine at Mount Sinai, a New York not-for-profit education corporation (“**Institution**”).

WHEREAS, Consultant, as an employee and member of the faculty of Institution, is permitted to perform limited consulting services for companies, subject to the terms of Consultant’s employment relationship with Institution and the applicable policies and procedures of Institution;

WHEREAS, Company desires that Consultant provide advice and assistance to Company in his/her area of expertise; and

WHEREAS, Consultant desires to provide such advice and assistance to Company as a founder of independent contractor to Company under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the services to be provided to Company by Consultant, the consideration to be made to Consultant by Company, and the other promises set forth below, the parties agree as follows:

1. Relationship of Parties. Consultant shall perform under this Agreement as an independent contractor to the Company.
2. Description of Services.
 - (a) The Company hereby retains the Consultant and the Consultant hereby agrees to perform such consulting and advisory services relating to the Field of Interest as the Company may reasonably request as set forth in **Exhibit A** (the “Consulting Services”). Consultant represents to Company that Consultant has the knowledge and skills required to undertake the Consulting Services.
 - (b) The Consultant agrees to make himself available to render the Consulting Services, at such times and locations as may be mutually agreed, from time to time as requested by the Company. Except as provided in **Exhibit A**, the Consultant may deliver the Consulting Services via telephone, in person or by written correspondence.
 - (c) The Consultant agrees to devote reasonable efforts to perform the Consulting Services. The Consultant shall comply with all applicable federal, state, and local laws in performing the Consulting Services. The Consultant shall also comply with Company’s policies with regard to the Consultant’s access to and use of the Company’s property, information, equipment and facilities.
 - (d) Consultant represents, to the best of its knowledge, that at the time of execution of this Agreement, the terms of this Agreement are not inconsistent with any other contractual or legal obligations Consultant may have or with the policies of Institution or any company with which consultant is affiliated.
 - (e) Consultant represents, to the best of its knowledge, that Consultant has disclosed to Institution all aspects of Consultant’s relationship with the Company which are required to be disclosed under Institution’s policies, and that Consultant has obtained any required consent or approval of Institution concerning such relationship and this Agreement.

3. Term and Termination.

- (a) The term of this Agreement begins on the date hereof and shall continue for one (1) year, unless sooner terminated as hereinafter provided, or unless extended by written agreement of the parties and the assent of Institution.
- (b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.
- (c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any non-cancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.
- (d) Any provision of this Agreement which by its terms imposes continuing obligations on the parties shall survive the expiration or termination of this Agreement.

4. Institutional Compliance. None of the Consulting Services shall require Consultant to engage in marketing or promotional activities for Company or endorse Company's products and/or services. In performing the Consulting Services, Consultant shall not engage in the practice of medicine, function, directly or indirectly, as the director or investigator of any research efforts. no photograph, videotape, reproduction, likeness or image of Consultant shall be used by Company, its affiliates, subsidiaries or successors for recruiting, publicity, marketing, company/product endorsement or promotional purposes. All press materials which include Consultant's affiliation with Institution shall be shared with Mount Sinai Innovation Partners for review and approval before release. The Consulting Services shall not take precedence over or conflict with any obligations the Consultant has to Institution. With the exception of the use of the library facilities of Institution and the de minimis use of Consultant's own office and personal computer, no facilities or personnel of Institution may be used in performance of the Consulting Services.

5. Private Contract. The parties acknowledge that the Institution is not a party to this Agreement and that this Agreement is a private contract between Consultant and Company. Institution will exercise no authority or control over Consultant in his/her performance of his/her Consulting Services hereunder. As such, Consultant and Company agree that Institution and its affiliated entities have no liability or responsibility to either party under this Agreement.

6. Confidential Information. Consultant may disclose to Company any information that Consultant is permitted by Institution's policies to freely disclose to other members of the scientific community at large; however, Consultant shall not disclose to Company any information that is proprietary to Institution and not generally available to the public without the express prior written consent of Institution.

7. Publication. Notwithstanding any other provision of this Agreement, Company understands that Consultant has primary professional, academic and ethical obligations arising in connection with Consultant's position at Institution and that Consultant is subject to policies of Institution which protect

academic freedom and preserve ownership of intellectual property rights. Company agrees that Consultant shall be free to publish within the scope of his or her professional and academic duties with respect to Consultant's participation as a Consultant, provided that Consultant does not reveal any Company confidential information. Company therefore agrees that in the course of her or his professional and academic duties, Consultant may discuss such participation at conferences, with colleagues, and with students, residents and fellows as Consultant deems appropriate, without revealing such confidential information. In either context, as well as in the scope of his or her duties under this Agreement, Consultant shall be free to conduct himself or herself without restraint or improper influence, in accordance with the School's academic, ethical and publication standards.

8. Compensation and Reimbursement. In consideration of the Consulting Services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant a consulting fee as provided in **Exhibit A**. In addition, the Company will reimburse the Consultant for reasonable business expenses incurred by the Consultant in the performance of Consulting Services for the Company as provided in **Exhibit A**.
9. Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Consultant's or Company's obligations under this Agreement shall be effective unless in writing and signed by the parties.
10. Reformation/Severability of Agreement. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. If the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed omitted.

Intellectual Property. The parties acknowledge that Consultant will assign and hereby does assign all his or her rights, if any, to any and all intellectual property conceived, created, or authored, in whole or in part, by Consultant in performance of the Consulting Services to the Institution.

11. Assignment. This Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, including without limitation any entity which may acquire all or substantially all of Company's assets and business or into which Company may be consolidated or merged, and to Consultant, Consultant's heirs, executors, administrators and legal representatives and its successors and assigns. Consultant may not assign or otherwise in any manner transfer any of Consultant's obligations under this Agreement.
12. Limitation of Liability. Except for claims based on gross negligence or willful misconduct: (a) neither party shall be liable to the other for any special, indirect, or consequential damages, even if advised of the possibility of such damages; and (b) Consultant's aggregate liability for any claims arising out of this agreement shall not exceed the total amount of fees paid by Company hereunder during the 12-month period immediately preceding the first event giving rise to such claim.
13. Dispute Resolution. The parties agree that this Agreement shall be governed and construed by the laws of the state of New York (without giving effect to conflict of laws principles). The parties agree that all claims or disputes arising between the parties bound by this Agreement which relate to this Agreement or the breach thereof shall be submitted to one arbitrator for binding arbitration in New York, New York, which arbitration shall be conducted by the Judicial Arbitration and Mediation Services ("JAMS") in

accordance with JAMS Streamlined and Expedited Arbitration Rules. Notwithstanding the foregoing, either Party may bring an injunction proceeding before a court of equity in the event that damages for a breach are not likely to be an adequate remedy, such proceeding to be brought in a judicial district that includes New York, New York, and the Parties hereby consent to the jurisdiction of such court. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The provisions of this Agreement to arbitrate and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law of New York.

14. Notices. All notices and other communications hereunder will be delivered by hand or sent by registered or certified mail, or by reputable package delivery service, return receipt requested, addressed to the party at the address herein set forth, or to such other address as such party may designate in writing to the other.
15. Entire Agreement; Amendment. This Agreement embodies the entire agreement between Company and Consultant relating to the subject matter hereof. No changes, modifications or amendments of any term hereof shall be valid unless agreed upon by the parties in a signed writing.
16. Taxes. Consultant will be responsible for the payment of taxes on Consultant's entire compensation under this Agreement, including income taxes, employment and unemployment, Medicare and social security taxes, and other or similar taxes required by applicable of law. Company shall not withhold any taxes in connection with the compensation paid to Consultant hereunder. Such payments shall be the sole responsibility of Consultant, and Consultant agrees to file all required forms and make all required payments appropriate to Consultant's tax status when and as they become due. Consultant agrees to fully indemnify Company, and each of its managers, members and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties and judgments (including, without limitation, actual attorneys' fees and expenses) incurred by Company or any of its managers, members or employees as a result of a failure by Consultant: (a) to pay all the taxes due in connection with the compensation paid to Consultant under this Agreement, (b) to respond to any administrative inquiry concerning Consultant's payment of such taxes, or (c) to defend against any administrative or judicial proceeding with respect to Consultant's payment of such taxes.
17. Conflicts. Notwithstanding the foregoing or anything else in this Agreement, Company acknowledges that Consultant is a full-time employee of School 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 Institution, including the terms of any grants or contracts administered by Institution 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 Institution terms and conditions that reasonably would be expected to interfere in Consultant's performance of Consulting Services as required hereunder, and that, if any arise during the Term of the Agreement, Consultant will promptly inform Company in writing. The addendum, "Icahn School of Medicine at Mount Sinai Uniform Provisions for Consulting", supersedes any conflicting language in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consulting Agreement under seal as of the date first set forth above.

COMPANY:

By: _____
Name & Title:
Date

CONSULTANT:

Name & Title:
Date:

Exhibit A: Consulting Services

1. Field of interest

The Field of interest is defined as []..

2. Description of services

Consultant agrees to provide consulting services to Company as duly elected Chair/Member of the Scientific Advisory Board including but not limited to the following areas:

- a) Chairing and/or serving on the Company's scientific advisory board
- b) Attending scientific advisory board meetings
- c) Participating in a monthly advisory phone call
- d) Providing contacts within the scientific and medical community
- e) Help identifying and advising on the hiring of new technical/scientific personnel and advisors as needed
- f) Help identify and advise on the hiring of a management team as needed
- g) Providing general advice based on expertise in the Field
- h) Advising on fundraising activities of the company, including outreach to potential strategic partners

3. Compensation and Reimbursement

3.1 The Company shall pay Consultant a periodic consulting fee reflecting fair market value for services actually performed, which shall be \$____ per hour.

3.2 Consultant shall be reimbursed for all reasonable, appropriate or necessary travel and other out-of-pocket expenses incurred in the performance of his duties hereunder upon submission and approval of written statements and bills in accordance with the then regular reimbursement procedures of the Company. Company shall provide any documentation requirements and any travel policy restrictions to consultant in writing in advance, or be foreclosed from relying upon such requirements and restrictions to deny reimbursement.