

YALE UNIVERSITY
FACULTY CONSULTING OR OTHER EXTERNAL PROFESSIONAL ACTIVITY
AGREEMENT ADDENDUM

1. This Addendum to the Agreement (“Agreement”) between _____ (“Entity”) and _____ (“Professional”) sets forth additional terms and conditions to the Agreement.
2. Entity understands and agrees that Professional is an employee of Yale University (“Yale”), and that Professional’s primary professional responsibility is to Yale, including to its education, research, and clinical programs. Entity further understands and agrees that neither Professional’s services under the Agreement nor the Agreement itself may restrict their ability to conduct current or foreseeable research, teaching or clinical responsibilities or activities at Yale, nor limit Professional’s ability to publish work generated at or on behalf of Yale.
3. Entity understands and agrees that Professional must comply with Yale policies and the laws, regulations, policies, and/or contractual terms of research sponsors at Yale including, but not limited to, disclosure of this Agreement to Yale and such sponsors, and privacy and anti-corruption laws, regulations and policies.
4. Entity understands and agrees that any listing of Professional on any publication resulting from Professional’s activities for Entity that references Professional’s affiliation with Yale must include the following disclosure: *“Dr./Professor/Title [Name]’s contribution to this publication was done in their individual capacity not in connection with their Yale University duties or responsibilities.”* Entity further understands and agrees that Professional must also make such disclosure at any speaking engagements related to the services Professional provides under the Agreement.
5. Entity understands and agrees that Professional may not use in the Professional’s provision of services to Entity any confidential or proprietary information acquired in the context of Professional’s employment at Yale
6. Entity understands and agrees that an invention made by Professional in the course of this Agreement may be assigned to Entity only if it is unrelated to the activities for which Professional is employed by Yale and it was not made or conceived under circumstances involving Yale facilities or personnel. Entity further understands and agrees that all inventions made or conceived under circumstances involving Yale facilities or personnel are the property of Yale.
7. Entity understands and agrees that Professional’s services to Entity may not make more than incidental use of Yale facilities, supplies, equipment, or other resources, and that Professional’s services to Entity may not involve any Yale students, employees, post-doctoral trainees or any other Yale personnel other than the Professional.
8. Entity understands and agrees that Entity shall not use the names, logo or marks of Yale or any of its affiliates, faculty, staff, employees, students or volunteers in connection with Professional or Professional’s services, without prior written permission from Yale. Entity further understands and agrees that the Entity shall not represent or imply that Yale endorses Entity or any of its products or services.
9. Entity understands and agrees that Professional will serve as a professional in the capacity of an

individual, and not as an agent, employee or representative of Yale. Entity further understands and agrees that any confidential or other information Entity provides to Professional will be received only as an individual and any obligations pertaining thereto will apply only to the Professional.

10. Entity understands and agrees that Yale makes no representations or warranties about the services provided by Professional, and that Yale provides no insurance or indemnity for the services Professional provides to Entity.

11. Entity and Professional acknowledge and agree that the terms and conditions of this Addendum are incorporated into and made a part of the Agreement and supersede any conflicting terms or conditions of the Agreement.

Entity

Professional

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____