

**Addendum to Consulting Agreement
Between
("Company") and ("Consultant")**

Company acknowledges that Consultant's primary employment responsibility is to Iowa State University (ISU) and that Consultant's obligations under ISU policies, grants and contracts take priority over any obligations that Consultant may have to Company by reason of this Agreement.

The parties understand and agree that it is Consultant's responsibility to ensure that Consultant's services to Company do not employ proprietary information of ISU nor make substantial use of ISU's resources, equipment or facilities, including ISU graduate assistants and employees other than those hired by Company unless specific written arrangements have been made with an ISU with contract authority. Consultant does not have such contract authority.

Consultant's services may not restrict or hinder their ability to conduct current or foreseeable research or teaching assignments with ISU, nor limit Consultant's ability to publish work generated at or on the behalf of ISU.

Company will have no rights by reason of the Agreement, and Company acknowledges that Consultant has no delegated authority to grant rights 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 ISU or using the resources or proprietary information of ISU.

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

Company will have no rights by reason of the Agreement, and Company acknowledges that Consultant has no delegated authority to grant rights to use the name and trademarks of ISU its colleges, departments and affiliates written permission from the Trademark Officer of ISU.

Company Name: _____

Consultant

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: