

Addendum

Consulting Agreement between Company and Physician

In the event of a conflict between this Addendum and the Agreement, this Addendum shall control. Notwithstanding anything in the attached Agreement, the parties, intending to be legally bound, agree to the following terms and conditions related to the proposed speaking engagement:

1. Physician may only present materials that are designed to promote evidence-based clinical care or scientific research. Physician controls final content of the presentation and content is not subject to external approval. Physician may not engage, either directly or indirectly, in any promotional or marketing activities on behalf of Company.
2. The Agreement includes specific deliverables for all compensation to be provided to Physician for agreeing to serve on the Company's Advisory Board. Physician shall track his/her hours or completed deliverables performed under this Agreement with sufficient specificity so as to document the performance of the services required to be provided under the Agreement.
3. The parties represent and warrant that the Agreement reflects an acceptable fair market payment for all services to be rendered. The parties also acknowledge that aggregated payments for services under this Agreement shall not exceed \$10,000 in any twelve month period.
4. The parties agree and acknowledge that in the event that aggregated payments for services under this Agreement exceed \$10,000 in any twelve month period, Physician will not be able to serve as a Principal Investigator on human or animal studies of commercial interest to the Company while this Agreement remains in effect.
5. No UPMC or University of Pittsburgh resources will be used to generate personal income under the Agreement.
6. Physician and Company represent and warrant that Physician will not be assigned any tasks under this Agreement that would be inconsistent with or would violate UPMC's "Guidelines for PSD Employees Personnel Consulting with Outside Industry."
7. The Physician's affiliation with UPMC, University of Pittsburgh Physicians or the University of Pittsburgh will not be publicized in any manner that states or implies that he/she performed work under this Agreement as an employee of these institutions, or that the Company's products or activities are being endorsed by any of the institutions.

8. Physician may participate in or attend an industry sponsored meeting only so long as: (a) the activity is designed to promote evidence-based clinical care and/or advance scientific research; (b) the financial support of industry is prominently disclosed; (c) if the Company does not pay any attendees' (other than Advisory Board Members) travel and attendance expenses; (d) Advisory Board Members do not receive gifts or other compensation other than compensation provided under a written agreement; and (e) meals provided, if any, are modest.

9. Company and Physician agree and acknowledge that any assignment of intellectual property rights contemplated under this Agreement shall be subject to the superior rights of the University of Pittsburgh and of UPMC under their respective Intellectual Property and Patent policies. Only if the University of Pittsburgh and UPMC first waive such rights in writing, will Physician be able to assign intellectual property rights to Company.

10. Physician agrees and acknowledges that he/she may not be involved directly or indirectly, or influence, in any manner, the decision of UPMC, University of Pittsburgh Physicians or the University of Pittsburgh regarding the purchase of any product being offered for sale by the Company.

PHYSICIAN

COMPANY

 Print Name _____ (“Physician”)
 Date: _____

 Print name _____
 Date: _____

Last updated: 7-21-2010