

**ADDENDUM TO CONFIDENTIALITY AGREEMENT WITH
UNIVERSITY OF PITTSBURGH FACULTY, STAFF, AND STUDENTS**

WHEREAS, _____ (“Consultant”) and
_____ (“Company”), collectively referred to as “the Parties”, are
contemplating a relationship for the provision of professional services by Consultant to
Company;

WHEREAS, the Parties are desirous of executing an agreement to address confidentiality
between the parties (“the Agreement”); and

WHEREAS, Company acknowledges that Consultant is employed by, or is enrolled as a
student, at the University of Pittsburgh (“Pitt”), and is therefore required to comply with Pitt’s
policies at all times, including without limitation, those related to Intellectual Property, Conflicts
of Interest, and Outside Employment, as amended from time to time (“Pitt Policies”).

THEREFORE, be it resolved and the parties agree to the following:

1. The terms and conditions set forth in this Addendum shall be incorporated into any
confidentiality, non-disclosure, or other agreement between the parties related to the
disclosure of Company’s confidential information, and it shall be legally binding.
2. This Addendum shall supersede any conflicting terms and conditions in the Agreement.
3. Company and Consultant acknowledge and agree that confidential information disclosed
to the Consultant is specific to the Consultant and not to the University. The University
shall have no obligations or liabilities associated with the disclosure of confidential
information under the Agreement.
4. Company and Consultant understand that Consultant cannot disclose any University
confidential information to Company, which includes third party confidential information
that Consultant obtained in his/her capacity as a University employee or student.
5. Company and Consultant acknowledge and agree that no obligation of the Consultant
under the Agreement can prohibit or limit the Consultant’s obligations to the University.
6. The full execution of this Addendum shall act as a Condition Precedent to the execution
of the Agreement by Consultant.

IN WITNESS WHEREOF, the Parties hereto having caused this Addendum to be duly executed
and effective as of the last date of execution.

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Date: _____