



**MANDATORY ADDENDUM TO PURCHASE ORDER
REQUIRED FOR PURCHASE OF VIDEOGRAPHY, WRITING, EDITING, OR INDEXING SERVICES**

I. Work-For Hire; Ownership:

1. Cornell shall own all information, deliverables, and other work product developed, created, produced, or otherwise obtained by Service Provider pursuant to the Purchase Order, incorporated herein by this reference.

2. Cornell shall at all times have access to review the ongoing work of Service Provider or purposes of inspecting same and determining that work is being performed in accordance with the terms of the Purchase Order. Immediately upon termination for any reason, all such data, information, and other work, in whatever form, shall be turned over to Cornell.

3. Any copyrightable work ("Work") developed in the course of Service Provider's performance under the Purchase Order shall be deemed "work made for hire" under federal copyright law and all interests in such Work shall belong to Cornell. To the extent any such Work does not constitute a "work made for hire" under copyright law, Service Provider hereby grants, transfers, assigns, and conveys to Cornell and its successors and assigns the entire right, title, and interest in the Work or any part of the Work, including but not limited to, the right to: reproduce, prepare derivative works, distribute by sale, license or other transfer, perform publicly, display, and to secure copyrights or patents and renewals, reissues, and extensions of any such copyrights or patents in the United States of America or any foreign country.

4. Any patentable invention conceived or reduced to practice in the course of Service Provider's performance under the Purchase Order shall be the property of Cornell, and Cornell has the right to secure patents, reissues, and extensions of the same in the United States of America or any foreign country. Whether a copyright or patent in the Work will be maintained or registered in the United States of America or any foreign country shall be at the sole discretion of Cornell.

5. Service Provider agrees to cooperate fully with Cornell in the preparation and execution of all documents necessary or incidental to the assignment in this Section and the protection and preservation of rights herein granted to Cornell. The obligations in this Section shall expressly survive the expirations or earlier termination of the Purchase Order.

6. The Service Provider is responsible for obtaining any required releases.

7. The Service Provider shall indemnify and hold Cornell, and its trustees, officers, agents, and employees harmless from any and all liability, claims, lawsuits, damages, losses, judgments, costs, attorneys' fees, or other expenses of any kind arising out of or resulting from any breach of the above warranties or any negligent act or omission by Service Provider, its agents, and employees, in performance of its services to Cornell.

II. INDEPENDENT CONTRACTOR: Service Provider is an independent contractor and not an employee of Cornell. Service Provider is solely responsible for paying all legally required payroll and personal income taxes, legally required Workers Compensation premiums, and liability insurance premiums (if any). Cornell does not provide any accident, medical, liability, property, or any other insurance to Service Provider. If Service Provider has general liability insurance, Service Provider will name Cornell University as an additional insured.

By: Service Provider
Authorized Signature: _____
Printed Name/Title: _____
Phone/Email: _____
Address: _____
Date: _____

By: Cornell University Procurement Services
Authorized Signature: _____
Printed Name/Title: _____

Return this form by email to _____ or per other special instructions given to Service Provider.