

Service Provider Contract for Graphic Design or Videography

Whereas Cornell University ("Cornell" or "University") desires to contract with _____ (include name and address)

(the "Service Provider"), and whereas Cornell will pay good and valuable consideration for this service and the Service Provider is prepared to deliver said service, now hereby be it known that the parties agree to the following terms and conditions:

1. The Service Provider hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim, loss or expense of any nature (including reasonable attorneys fees) arising out of any negligent act or omission by Service Provider, its agents and employees, or from any breach of the warranty.
2. The Service Provider is cognizant of all the inherent dangers and risks involved in the Services, including bodily injury, and agrees to assume such risk related to the services being provided.
3. The Service Provider is an independent contractor and not an employee of the University. The Service Provider is solely responsible for paying all legally required payroll and personal income taxes, legally required Workers Compensation Insurance premiums, and liability insurance premiums (if any). The University does not provide any accident, medical, liability, property or any other insurance to Service Provider. If Service Provider has general liability insurance, it is agreed he/she will name Cornell University as an additional insured.
4. The Service Provider is subject to Cornell University regulations and policies, and all applicable federal, state, and local laws and regulations. If Service Provider violates any of these or otherwise engages in behavior on University property that is considered to be detrimental to students or the University, or for any other reason in University's sole discretion, the University shall have the right to immediately cancel this Contract without prior notice.
5. Any controversies between the parties shall be resolved by the courts of the State of New York having jurisdiction in Tompkins County, New York. This Contract shall be governed by the laws of the State of New York without regard to conflicts of laws principles.
6. Ownership.
 - (a) Cornell shall own all data, information, and other work developed or obtained by Service Provider pursuant to this Contract.
 - (b) 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 this agreement.
 - (c) Immediately upon termination of this Contract for any reason, all such data, information, and other work, in whatever form, shall be turned over to Cornell.
 - (d) For purposes of this Contract any copyrightable work ("Work") developed in the course of performance under this Contract shall be deemed "work made for hire" under federal copyright law and all ownership rights to such Work belong to Cornell.
 - (e) Should such Work 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 thereof, including but not limited to the right to reproduce, prepare derivative works, distribute by sale, license or other transfer; to perform publicly, to 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.
 - (f) Any patentable invention conceived or reduced to practice in the course of performance under this Contract shall be the property of Cornell.
 - (g) 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.
 - (h) Service Provider agrees to cooperate fully with Cornell in the preparation and execution of all documents necessary or incidental to this assignment and the protection and preservation of rights herein granted to Cornell.
7. Cornell shall be excused from liability for the failure or delay in performance of an obligation under this Contract due to an event beyond its reasonable control including, but not limited to, a fire, a flood, an explosion, an earthquake, a natural disaster or any other act of God, as well as a pandemic, an epidemic, a recognized health threat as determined by any federal, state or local government or quasi-governmental authority (including the federal Centers for Disease Control), civil unrest, a strike or labor disturbance, war or threat of war, terrorism or a threat of terrorism, a governmental or quasi-governmental order or directive to "shelter in place", or any other event, occurrence, order or directive similar to those enumerated above (each, a "Force Majeure Event"). A Force Majeure Event may also include a then-current order, policy, rule or regulation imposed by Cornell based upon the



health and safety of its student body, faculty, staff and/or broader community. Notice of Cornell's failure or delay in performance due to a Force Majeure Event must be given to Service Provider promptly but no less than ten (10) days prior to the scheduled performance, though any such notification may be on shorter notice if the circumstances and/or conditions giving rise to the Force Majeure Event occur within less than the aforementioned ten (10) day period. In such event, the parties may thereafter use diligent, good faith efforts to reschedule the services in a manner and on a date that are mutually agreeable.

8. Upon completion of the Services, Cornell shall pay Service Provider the amount of \$_____. Any amount due to additional mutually agreed upon requirements should be added to the final invoice by the Service Provider for inclusion in the final payment.

9. The terms of this Contract supersede any other agreement or terms, and may not be altered without authorization from University Counsel or Procurement Services. Unauthorized changes will not be binding.

10. The service/statement of work shall consist of the following:

Services Description (per attached Service Provider proposal):

Special Notations:

The Service Provider shall be prepared and ready to deliver precisely at _____ AM/PM on _____, 20_____.

11. The parties understand that the terms of this agreement are legally binding and further certify that they are signing this Contract of their own free will after carefully reading the same. This Contract may be executed in counterpart signatures.

12. Tax Withholding for Domestic and Foreign Service Provider. All payments from Cornell to Service Provider under this transaction may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this Contract, the Service Provider is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Service Provider's sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN); Cornell reserves the sole right and discretion to make these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Service Provider.

13. To ensure prompt payment, Service Provider should identify its Cornell assigned Purchase Order number, and send invoices directly to: Cornell Procurement and Payment Services, Accounts Payable, 341 Pine Tree Rd, New York 14850 or dfa-4040_invoice@cornell.edu.

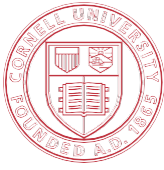
If Service Provider elects to use paper or email invoices, all payments are due either (i) Net 60 after the receipt of invoice if receiving check payments, or (ii) Net 45 after the receipt of invoice if enrolled to receive direct deposit payments. If Service Provider elects to register for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH), all payments are due Net 30 after the receipt of invoice.

Service Provider Attestation:

Are you currently, or in the last 12 months have you been, an employee, student, or student-employee at Cornell University?

Yes No

Note: If the service provider answered "Yes" to the above question, this Contract must NOT be utilized. Contact the Tax Manager in the Division of Financial Affairs at tax@cornell.edu.



Cornell University

By: _____
Service Provider Signature Name Printed Clearly Date

By: _____
Cornell University Unit Signature Name Printed Clearly Date

By: _____
Cornell BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to the requisition or purchase order.