Cornell University

Service Provider Contract for Photographer, Artist, Illustrator

Whereas Cornell University ("University" or "Cornell") 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 know 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 provided in Section 6.

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 they 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) The Service Provider shall maintain all right and interest (including but not limited to copyright) in and to the deliverables commissioned by this Contract (hereinafter "the Work"), subject to the license rights described in subparagraph (b).

    (b) The Service Provider hereby grants University a nonexclusive, non-transferrable, perpetual, non-revocable, royalty-free, worldwide license to use and reproduce the Work, or make derivative works therefrom, in any media for any University purpose.

    (c) University may not resell the Work or otherwise assign this license to any third party or affiliate.

    (d) Upon completion of the Work, the Service Provider will provide University with a complete digital or hard copy of the Work, which shall be the property of University.

    (e) The Service Provider is responsible for obtaining any required releases.

    (f) The Service Provider warrants that s/he is the sole owner of the Work, has the full right and authority to enter into this Contract, and has not entered into any other agreements that would conflict with the terms of this Contract. The Service Provider shall indemnify and hold University harmless from any claims, lawsuits, damages, judgments, costs, attorney's fees or other expenses of any kind resulting from any breach of the above warranties, in addition to Service Provider's other indemnification obligations under this Contract.

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 University 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 required performance; provided, however, that 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.

8. Upon completion of the Services, Cornell shall pay Service Provider the amount of $_____. Payment shall be made to Service Provider within (i) Net 60 days after the receipt of invoice if Service Provider is receiving check payments, or (ii) Net 45 days after the receipt of invoice if Service Provider is enrolled to receive direct deposit payments, or (iii) Net 30 days after receipt of invoice if Service Provider is registered for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH). Invoices shall reference the purchase order number. 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 Contract 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 Providers. 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.

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.

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 agreement to any requests for payment (i.e., purchase order).