

Syracuse University

CREATIVE SERVICES AGREEMENT

This CREATIVE SERVICES AGREEMENT (this "Agreement") is entered into between SYRACUSE UNIVERSITY, a New York not-for-profit education corporation (the "University") and the independent contractor listed below ("Contractor") and is effective once signed by both parties.

Contractor Name: _____	Title (if applicable): _____
Company (if applicable): _____	Phone: _____
Address: _____	E-mail: _____
Description of Services: _____ _____	
Deliverables: _____ (include file formats)	
Delivery Deadline: _____	Fee: _____
Other Requirements: _____	

Services. Contractor agrees to provide the services described above. Contractor will deliver final proofs/drafts of the deliverables in the format requested by the University no later than the delivery deadline. The deliverables will be of high quality, provided in the forms or formats requested by the University, and conform to the other requirements listed above.

Work for Hire / Ownership. Contractor agrees that the deliverables shall be the property of the University as "work made for hire" under U.S. copyright law and otherwise, and the University is and shall be the sole and exclusive owner of all right, title and interest in and to the deliverables (and all digital files) throughout the world. If the deliverables are deemed not to be "work made for hire" under U.S. copyright law or otherwise owned by University, Contractor hereby irrevocably assigns to the University all of Contractor's worldwide right, title, and interest in and to the deliverables, together with all related benefits, privileges, rights of action, remedies and intellectual property rights. As owner of the copyrights, trademark rights and any other intellectual property or proprietary rights, the University has the unrestricted right in perpetuity to reproduce, modify, distribute, display, use, create derivative works based upon, and otherwise exploit (including commercially) the deliverables in its sole discretion without permission from or further compensation to Contractor. Contractor hereby waives all rights of attribution and other moral rights in or associated with the deliverables. Contractor agrees to sign and deliver any other documents requested by the University to further effect or evidence the University's ownership of the deliverables.

Compensation & Payment Terms. The University agrees to pay Contractor the fee(s) set forth above. Unless expressly stated otherwise above, (a) Contractor's fees are inclusive of all travel and other out-of-pocket expenses incurred in providing the services, and (b) Contractor will invoice the University after delivery of the deliverables. Subject to the University's acceptance of the deliverables (not to be unreasonably withheld), the University agrees to remit payment within thirty (30) days from receipt of an undisputed invoice. If Contractor is being paid on an hourly basis, invoices must be accompanied by a reasonably detailed time sheet substantiating the amount invoiced. If the University has expressly agreed to pay for out-of-pocket expenses, such expenses must be pre-approved and reasonable, and Contractor must submit itemized receipts for each expense.

Term/Termination. This Agreement shall commence on the effective date and continue until the completion of the services and delivery and acceptance of the deliverables. The University may terminate this Agreement at any time, without liability, with at least five (5) days' prior written notice to Contractor. The University will pay Contractor for any fees incurred prior to the effective date of termination (on a pro-rata basis for any fixed fee arrangements) and Contractor agrees to deliver any deliverables in progress as of such date.

Representations and Warranties. Contractor represents and warrants that (a) Contractor will use best efforts to perform the services, (b) the deliverables will not infringe upon or violate the intellectual property or other rights of any third party, and (c) Contractor will obtain and deliver signed consents from any individuals who may appear and are readily identifiable in any deliverables (using a form provided by the University).

Independent Contractor. Contractor is an independent contractor and not an employee of the University. Contractor is solely responsible for Contractor's expenses related to Contractor's business and for the payment of all applicable taxes with respect to the fees paid under this Agreement. Contractor is not entitled to health insurance or other benefits provided by the University to its employees.

Confidentiality / Personal Use. Contractor agrees to maintain the confidentiality of the deliverables and all non-public information disclosed to, or obtained or observed by, Contractor in connection with this Agreement. Contractor may include the deliverables in Contractor's personal portfolio after the University has released them to the public, if Contractor obtains the University's prior approval in writing or by email to do so. Any other use of the deliverables is strictly prohibited.

Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the University and its trustees, officers, directors, employees and agents harmless from and against all claims, losses, damages and other liabilities, costs and expenses (including without limitation reasonable attorneys' fees and amounts paid in settlement) arising out of or related to (a) Contractor's negligence or willful misconduct in connection with this Agreement, or (b) any breach of the representations and warranties set forth above.

Miscellaneous. This Agreement is the entire agreement between the parties and supersedes all prior representations, agreements and understandings, oral or written, with respect to the services. This Agreement may only be amended by an instrument in writing signed by both parties. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles. Contractor may not assign this Agreement, or subcontract any obligations hereunder, without the prior written consent of the University. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, estates, legal representatives, successors and permitted assigns. This Agreement may be executed in counterparts. Electronic signatures, or copies of physical signatures delivered by email, facsimile or other means, shall be deemed legally binding original signatures. The parties' rights and obligations set forth in the sections of this Agreement titled "Work for Hire/Ownership", "Compensation & Payment Terms", "Confidentiality/Personal Use" and "Indemnification" shall survive any expiration or termination of this Agreement.

SYRACUSE UNIVERSITY

Name:
Title:
Date:

CONTRACTOR

Name:
Title:
Date: