

# BARNARD

## Work for Hire Agreement

This Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_ is made by and between \_\_\_\_\_, on behalf of Barnard College, a New York not-for-profit educational corporation (“Barnard”), and \_\_\_\_\_ (“Artist”). For good and valuable consideration, the parties agree as follows:

- 1. TITLE AND ASSIGNMENT:** Any and all works created by Artist pursuant to this Agreement (described in Exhibit A) (the “Works”) shall be deemed works made for hire and all rights pertaining to the Works, including, without limitation, all copyrights, shall belong to and shall be the sole and exclusive property of Barnard. Artist shall also execute all papers and perform all such other acts as Barnard may deem necessary to secure for Barnard or its designee all such rights herein assigned.
- 2. DELIVERY OF THE WORKS:** Artist shall deliver the Works to Barnard on or before \_\_\_\_\_. If the Artist fails to deliver the Works on time, or if the Works fail to meet with Barnard’s approval, Barnard shall have the right to terminate this Agreement and to recover from Artist any sums advanced in connection with the Works.
- 3. ARTIST’S WARRANTY:** Artist warrants that he or she has full power to enter this Agreement; that the Works do not infringe any copyright, violate any property rights or contain any scandalous, libelous or unlawful matter. Artist shall defend, indemnify and hold harmless Barnard and/or its licensees against all claims, suits, costs, damages and expenses that Barnard and/or its licensees may sustain by reason of any infringing, libelous or otherwise unlawful matter contained or alleged to be contained in the Works; and, until such claim or suit has been settled or withdrawn, Barnard may withhold any sums due Artist under this Agreement.
- 4. WAIVER OF LIABILITY:** Artist waives, releases and holds harmless Barnard for any and all claims, liabilities, damages and losses of Artist, including but not limited to those related to personal injury, death and property damage, whether foreseen or unforeseen, arising out of or connected in any way to the Artist’s performance hereunder.
- 5. PAYMENT AND TAXES:** In consideration for delivery of the Works in accordance with the provisions of this Agreement, Barnard shall pay Artist:  
***[Insert installments and dates].***  
Barnard shall not pay or withhold federal, state, or local income or other payroll taxes on behalf of Artist.  
Artist shall report and pay all applicable taxes.
- 6. INDEPENDENT CONTRACTOR:** Artist is an independent contractor and not an employee or agent of Barnard. Artist shall be solely responsible for any unemployment or disability insurance payments, or payments that may be required by Federal, State or local law with respect to any

sums paid to Artist hereunder. Artist shall not be entitled to any Barnard Employee benefit of any nature whatsoever. Furthermore, the arrangements contemplated by this agreement shall not be deemed to constitute a partnership or joint venture between Artist and Barnard. Artist will defend, indemnify and hold harmless Barnard from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim or finding that Artist, and/or its employees or agents, are employees of Barnard.

- 7. NO AUTHORITY:** The Artist shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness, or enter into any agreement that binds Barnard. The Artist shall not in connection with any services provided to or on behalf of Barnard represent to any person or entity that the Artist is associated with Barnard in any capacity other than that of an independent contractor.
- 8. CONFLICTS:** Artist represents that no trustee, officer, employee or any other person affiliated with Barnard and having involvement with this Agreement (1) is affiliated with the Artist, and (2) received, was promised, or will receive anything of value in connection with this Agreement or performance contemplated hereunder.
- 9. INSURANCE:** Insurance coverage may be required from time to time based on the scope of services provided by Artist
- 10. USE OF BARNARD'S NAME/TRADEMARK:** Artist shall not use Barnard's logo or trademarks, mention Barnard prominently on a website, nor refer to Barnard in any advertising, marketing or other promotional materials without express written approval by the Barnard Office of Communications.
- 11. AMENDMENTS:** The written provisions contained in this Agreement constitute the sole and entire agreement made between Artist and Barnard concerning the Works, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.
- 12. SEVERABILITY:** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- 13. CONSTRUCTION, BINDING EFFECT AND ASSIGNMENT:** This Agreement shall be construed and interpreted according to the laws of the State of New York and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to Artist and to Barnard shall include their heirs, successors, assigns and personal representatives. No student may bind Barnard in Contract.

**14. ENTIRE AGREEMENT:** This Agreement and any applicable attachments and exhibits shall constitute the complete and exclusive statement of the agreement between College and Artist with respect to the Works created hereunder. The Agreement may be modified only pursuant to a written instrument signed by authorized representatives of both parties. The invalidity in whole or in part of any provision of the Agreement shall not affect the validity of other provisions. To the extent that Artist's terms and conditions, if any, shall conflict with the Agreement, this Agreement shall control. Either party's failure to insist upon the performance of any term of the Agreement shall not be construed as a waiver of that party's present or future right to such performance and each party's obligations in respect thereto shall continue in full force and effect. The headings in the Agreement have been inserted solely for convenient reference and shall be ignored in its construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

**Barnard College**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Artist**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Social Security or Tax I.D. number: \_\_\_\_\_

