



**MANDATORY ADDENDUM TO PURCHASE ORDER
REQUIRED FOR PURCHASE OF FREELANCE PHOTOGRAPHY, ARTIST, OR ILLUSTRATOR SERVICES**

**I. GRANT OF LICENSE & USAGE RIGHTS
("LICENSE"):**

Service Provider shall maintain all right and interest (including but not limited to copyright) in and to the deliverables commissioned by Cornell University (the "Work") under the parties' Purchase Order, incorporated herein by this reference, subject to the license and usage rights described below:

1. In consideration for receiving payment pursuant to the Purchaser Order, Service Provider hereby grants to Cornell University and its successors and affiliates ("Cornell") 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 Cornell purpose.
2. Cornell may not resell the Work or otherwise assign this license to any third party or affiliate.
3. Upon completion of the Work, the Service Provider will provide Cornell with a complete digital or hard copy of the Work, which shall be the property of Cornell.
4. Service Provider is responsible for obtaining any required releases.
5. Service Provider warrants that Service Provider is the sole owner of the Work, has the full right and authority to enter into this License and has not entered into any other agreements that would conflict with the terms of this License.

By Service Provider: _____

Printed Name/Title: _____

Phone/Email: _____

Address: _____

Date: _____

6. 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. WAIVER OF MORAL RIGHTS: With the exception of the rights expressly stated herein, Service Provider waives any and all moral rights (droit moral) or similar rights afforded to Service Provider under the Visual Artists Rights Law (VARA) and any similar laws in any applicable jurisdiction including but not limited to Article 14 of the New York Arts and Cultural Affairs Law.

III. 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 Insurance 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.

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