

WORKS MADE FOR HIRE AGREEMENT

Notice: This Works Made For Hire Agreement is designed for the limited engagement of photographers, writers, illustrators and other freelance artists to create works. It is not designed for engagements that do not involve the creation of works. Nor is it designed for engagements that create a material risk of physical injury or property damage (including by way of example, but without limitation, engagements involving intense physical activity or the use of heavy or dangerous equipment, installations, scaffolding, suspended lights or cameras, or the erection of sculpture or sets). If this Agreement is not applicable to the proposed engagement, you should use Princeton's Independent Contractor Agreement.

This Agreement is made by and between The Trustees of Princeton University, a New Jersey not-for-profit educational corporation (“University”), and _____ (“Artist”), and is effective as of this _____ day of _____, _____.

For good and valuable consideration, the parties agree as follows:

- 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 University. Artist shall also execute all papers and perform all such other acts as University may deem necessary to secure for University or its designee all such rights herein assigned.
- DELIVERY OF THE WORKS:** Artist shall deliver the Works to University on or before _____. If the Artist fails to deliver the Works on time, or if the Works fail to meet with University’s approval, University shall have the right to terminate this Agreement and to recover from Artist any sums advanced in connection with the Works.
- 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 University and/or its licensees against all claims, suits, costs, damages and expenses that University 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unlawful matter contained or alleged to be contained in the Works; and, until such claim or suit has been settled or withdrawn, University may withhold any sums due Artist under this Agreement.
- WAIVER OF LIABILITY:** Artist waives, releases and holds harmless University 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.
- PAYMENT AND TAXES:** In consideration for delivery of the Works in accordance with the provisions of this Agreement, University shall pay Artist:

[Insert installments and dates].

University 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.
- USE OF PRINCETON UNIVERSITY NAME/TRADEMARK:** Artist shall not use the University’s logo or trademarks, mention the University prominently on a website, nor refer to the University in any advertising, marketing or other promotional materials without express written approval specific to the use. Artist may include the University in a client list or curriculum vitae, but only with reference to the specific project and University department.
- AMENDMENTS:** The written provisions contained in this Agreement constitute the sole and entire agreement made between Artist and University concerning the Works, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

8. **CONSTRUCTION, BINDING EFFECT AND ASSIGNMENT:** This Agreement shall be construed and interpreted according to the laws of the State of New Jersey and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to Artist and to University shall include their heirs, successors, assigns and personal representatives.

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.

The Trustees of Princeton University

Artist

By: _____

Name:

Title:

Address:

By: _____

Name:

Phone:

Email:

Address:

Appendix A
Description of the Works