

SPRINGFIELD COLLEGE

FREELANCE WORKER AGREEMENT

This Freelance Worker Agreement ("Agreement") is made and entered into by and between Springfield College ("College") and the party identified in Section 1 below ("Freelance Worker"). This Agreement sets forth the terms and conditions for an engagement of Freelance Worker's professional services.

1. FREELANCE WORKER INFORMATION:

Freelance Worker Name: _____

Type (*check one*) Individual Corporation Partnership Other

Address: _____

Contact Person: _____ Telephone No.: _____

2. College SPONSORING DEPARTMENT CONTACT INFORMATION:

College Contact Person: _____ Telephone No.: _____

3. **TERMS AND CONDITIONS:** Freelance Worker agrees to perform services under the terms and conditions as further described in Exhibit A attached hereto and made a part of this Agreement. New "Exhibit As" may be agreed upon between the parties from time to time and shall become effective when signed by both College and Freelance Worker and shall be governed by this Agreement.
4. **ASSIGNMENT OF RIGHTS.** Freelance Worker assigns to College all ownership rights in the photographs, videos, and/or articles (collectively, "Work Product") produced by Freelance Worker for College pursuant to this Agreement, as well as the right to use, publish, and copyright the Work Product forever into perpetuity. Freelance Worker represents and warrants that Freelance Worker is the sole creator and sole owner of the Work Product and of all rights herein assigned. By assigning Freelance Worker's rights in the Work Product, Freelance Worker understands that Freelance Worker will have no rights to use the Work Product in the future and will not receive any further compensation from College besides the consideration stated in this Agreement. [OPTIONAL: Freelance Worker may, however, use the Work Product for promotional purposes as part of Freelance Worker's portfolio. Any other use by Freelance Worker requires the prior written consent of College.]
5. **FORCE MAJEURE.** This Agreement is subject to proven detention by sickness, accidents, riots, labor disputes, strikes, epidemics/pandemics, acts of nature, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, or similar infectious diseases), or other similar occurrences beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party. Neither Payee nor College will be responsible for terms of this Agreement as a result thereof.
6. **INDEPENDENT CONTRACTOR.** Freelance Worker is an independent contractor and is not an employee of College. Freelance Worker understands and agrees that because Freelance Worker is an independent contractor, College will make no deduction from payment hereunder on account of federal, state, or local income tax, Social Security or Medicare tax, unemployment tax, or the like. Freelance Worker is solely responsible for payment of all governmental obligations including any and all assessed penalties and interest arising in connection with this Agreement. Freelance Worker shall be responsible for completing and submitting to College an IRS Form W-9.

7. **INDEMNIFICATION.** Freelance Worker shall at all times indemnify and hold harmless College from and against any and all third party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, whether in contract or tort, arising out of personal injury, including death, or property damage, sustained in whole or in part as a result of or arising out of any negligent and/or intentional acts or omissions of Freelance Worker in the performance of services under this Agreement. Freelance Worker also agrees to indemnify and hold harmless College from and against any and all claims, suits, actions, proceedings, or liabilities, including reasonable attorneys' fees, based on or arising from a claim that the Work Product infringes a patent, copyright, or trade secret.
8. **CANCELLATION CLAUSE.** College may cancel this Agreement without penalty upon thirty (30) days written notice to Payee, subject to the provisions of Clause 5 – Force Majeure. In such event, College shall pay Freelance Worker a pro rata portion of the fee stated herein for Freelance Worker's efforts undertaken up to the date of cancellation.
9. **GOVERNING LAW.** The provisions of this Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Massachusetts, and/or the appropriate federal venue in Massachusetts.
10. **NOTICE.** Any notice, request, or other communication required to be given under this Agreement shall be in writing. Except as changed by written notice to the other party, notice shall be delivered to the respective party's address provided herein.
11. **ASSIGNMENT.** Freelance Worker may not assign its obligations under this Agreement without the prior written consent of College.
12. **EXHIBITS.** This Agreement and any attached exhibit(s) must be signed by College and Freelance Worker to be effective. In the event of a conflict between this Agreement and any exhibit(s), the terms of this Agreement will control.
13. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement. This Agreement may only be altered, changed, or amended by an instrument in writing signed by College and Freelance Worker.
14. **EFFECTIVE DATE.** This Agreement shall be effective as of the last signature date below.

AGREED TO AND ACCEPTED BY:

Freelance Worker

Signature: _____

Print Name: _____

Title: _____

Date: _____

Springfield College

Signature: _____

Tanya Sears

Controller

263 Alden Street

Springfield, MA 01109

Date: _____

EXHIBIT A to FREELANCE WORKER AGREEMENT

Effective Date of Freelance Worker Agreement: _____

Date of Exhibit A: _____

1. DESCRIPTION OF SERVICES

2. DATES/TIMES OF SERVICES

3. LOCATION OF SERVICES

4. FEES

a. Fee \$

b. Deposit (if any) \$

c. Reimbursable expenses (if any) \$

The deposit (if any) is payable within thirty (30) days of full execution of this Agreement. Freelance Worker shall submit a written invoice to College within thirty (30) days of the completion of the performance of services hereunder. College will mail Freelance Worker the fee and any reimbursable expense promptly following receipt of the invoice. Only reimbursable expenses that comply with College policy will be excluded from any income that is reportable by College to the IRS. This payment represents the entire financial obligation of College under this Agreement or otherwise for the services provided herein.

5. ATTACHMENTS

Any attachments to this Exhibit A must be signed by College and Freelance Worker to be effective.

AGREED TO AND ACCEPTED BY:

Freelance Worker

Signature: _____

Print Name: _____

Title: _____

Date: _____

Springfield College

Signature: _____

Print Name: _____

Title: _____

263 Alden Street

Springfield, MA 01109

Date: _____