

ROGER WILLIAMS UNIVERSITY

FREELANCE WORKER AGREEMENT

This Freelance Worker Agreement (“Agreement”) is made and entered into by and between (*check one*):

Roger Williams University or Roger Williams University School of Law (in either instance, “RWU”) 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. RWU SPONSORING DEPARTMENT CONTACT INFORMATION:

RWU 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 RWU and Freelance Worker and shall be governed by this Agreement.

4. ASSIGNMENT OF RIGHTS. Freelance Worker assigns to RWU all ownership rights in the photographs, videos, and/or articles (collectively, “Work Product”) produced by Freelance Worker for RWU 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 RWU besides the consideration stated in this Agreement. 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 RWU.

5. FORCE MAJEURE. This Agreement is subject to proven detention by sickness, accidents, riots, labor disputes, strikes, epidemics, acts of nature, or other legitimate conditions beyond RWU’s or Freelance Worker’s control. Neither RWU nor Freelance Worker will be responsible for the terms of this Agreement as a result thereof. In such event, Freelance Worker will return any deposits paid hereunder.

6. INDEPENDENT CONTRACTOR. Freelance Worker is an independent contract and is not an employee of RWU. Freelance Worker understands and agrees that because Freelance Worker is an independent contractor, RWU will make no deduction from payment hereunder on account of federal, state, or local income tax, Social Security or Medicare tax, Temporary Disability Insurance, 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. If Freelance Worker is a U.S. citizen or resident alien, Freelance Worker shall be responsible for completing and submitting to RWU an IRS Form W-9. If Freelance Worker is not a U.S. citizen or resident alien, Freelance Worker shall be responsible for completing and submitting to RWU an IRS Form W-8BEN and the RWU Statement for Services Performed Outside the United States.

7. **INDEMNIFICATION.** Freelance Worker shall at all times indemnify and hold harmless RWU 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 RWU 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.** RWU may cancel this Agreement without penalty upon ten (10) days written notice to Freelance Worker. In such event, RWU 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 State of Rhode Island. The parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Rhode Island, and/or the appropriate federal venue in Rhode Island.
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 RWU.
12. **EXHIBITS.** This Agreement and any attached exhibit(s) must be signed by RWU 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 RWU 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: _____

Roger Williams University

Signature: _____

VP Accounting & Treasury Management

One Old Ferry Road

Bristol, RI 02809

Date: _____