

considered a "**Work**" for purposes of this Contract. The Work is a work made for hire and agree that the Work (and all intellectual property rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property Union College. If for any reason the Work would not be considered a work made for hire under applicable law, Talent hereby irrevocably assigns to Union College, its successors and assigns (a) any and all claims of entire right, title and interest in and to the Work, (b) the exclusive right throughout the world to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license, transfer, modify, and create derivative works from the Work in any media or format, now known or unknown, for purposes of promoting and advertising the Engagement, including the fact that the Engagement took place (e.g., in any yearbooks, annual reports, brochures or similar publications in any media).

4. **Talent's Representations and Warranties.** Talent represents and warrants that:
 - 4.1. neither the Services nor Talent's obligations hereunder do or will conflict with or constitute a breach of any agreement to which Talent is a party or any obligation by which Talent is bound;
 - 4.2. Talent will perform the Services in a professional manner, in accordance with the standard of skill and care normally provided by a professional person in the applicable field;
 - 4.3. if Talent holds itself out to be an expert in a certain area, it has the expertise and background experience to support such claim;
 - 4.4. the Services will not infringe, violate or misappropriate any patent, copyright, trademark, trade secret, or other proprietary right of any third party;
 - 4.5. Talent will comply with all Union College policies, including but not limited to Union College's COVID-19 policies and background check requirements (as applicable), and will comply with applicable law; and
 - 4.6. Talent will not possess, consume or encourage the consumption of intoxicating beverages, narcotics or drugs while on Union College property, nor will Talent arrive at the event(s) under the influence of intoxicating beverages, narcotics, and/or other drugs. In the event of noncompliance with this Section 4.6, Union College reserves the right to withhold compensation or terminate this Contract. For the avoidance of doubt, the foregoing restriction does not apply to events hosted by Union College that include the use of alcohol (e.g., a dinner or cocktail hour with Union College faculty), subject to compliance with applicable laws.
5. **Inappropriate Content.** Union College is committed to affirmative action, equal opportunity, non-discrimination and the celebration of cultural diversity related to gender, race, creed, ethnic origin, sexual orientation, age and physical ability. Discriminatory and/or culturally insensitive language, behavior, and content are unacceptable. Union College does not support or encourage censorship, but requires Talent consider such issues in connection with its Services and to act to reflect sensitivity to the issues listed above.

6. **Termination.** Union College may, without prejudice to any right or remedy it may have hereunder, terminate this Contract upon thirty (30) days' written notice to Talent. If Union College reasonably determines in good faith that Talent has materially breached any of its obligations under this Contract, Union College may terminate the Contract immediately upon written notice to Talent.

7. **COVID-19/Infectious Disease.**

Talent acknowledges that it is assuming risks involving potential exposure to contagious viruses, including the COVID-19 virus. Talent agrees to release Union College, its Trustees, agents, and employees from any and all damages, liabilities, claims, expenses, or loss resulting from or arising out of providing the Services at Union College related to potential exposure to the COVID-19 virus or other infectious diseases. Talent agrees to comply with any Union College testing or access policies relating to COVID-19 or other infectious diseases.

8. **Insurance.** Talent must obtain, at its own cost and expense, Comprehensive General Liability Insurance (to be procured on an occurrence basis) in the name of Talent and "The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College", which insures the operations contemplated by the Contract. The General Liability Insurance shall be written with a limit of at least \$1 million dollars - Combined Single Limit for Bodily Injury and Property Damage Liability and \$2 million dollars general aggregate and shall be written on a Comprehensive General Liability form. Coverage shall also include Broad Form Property Damage Liability and Personal Injury Protection. Talent will provide Union College with an endorsement to the Comprehensive General Liability Policy evidencing that Union College is an "Additional Insured."

A certificate of such insurance must also be provided to Union College prior to the Event, directed to Purchasing, Finance Office, McKean House, Union College, Schenectady, New York 12308 or via email at contracts@union.edu. If proof of insurance has not been furnished as required hereunder, Union College reserves the right to cancel the Services and terminate this Contract without penalty.

9. **Indemnification.** Talent shall indemnify, defend and hold harmless Union College, its Trustees, officers, and employees (collectively the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, costs, and other expenses (including reasonable attorneys' fees) resulting from or relating to, the Services provided by Talent or the performance, acts, or omissions of Talent in connection with the representations, duties, and obligations of Talent under this Contract, including but not limited to, a claim that the Services violate or infringement a third party's intellectual property right or a claim arising from Talent's breach of this Contract. Union College shall give Talent prompt written notice of said claim, demand, action loss, cost, damage or expense; provided that the failure of Union College to provide timely notice shall not relieve Talent of any indemnification obligations hereunder except to the extent that such delay results in material prejudice to Talent. Further, Union College shall fully cooperate with Talent in the defense of such claim, at Talent's expense. Talent shall not enter into any settlement without the written consent of Talent, said consent not to be unreasonably withheld.

10. **Independent Contractor.** It is understood that Talent agrees to perform the Services under this Contract in the capacity of an “independent contractor” and not as an employee or agent of Union College. Nothing in this Contract is meant, or shall be construed in any way or manner, to create between Talent and Union College a relationship of employer and employee, principal and agent, partners, joint employers or any other relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the provisions of this Contract. Talent expressly acknowledges and agrees that Talent is obligated to pay all taxes arising from Talent’s receipt of payments for the provision of the Services hereunder and that Talent will not be eligible for any employee benefits and expressly waives entitlement to such benefits. Further, Talent agrees to assume all liabilities normally accruing in relation to its position as an independent contractor.
11. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following causes to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
12. **Dispute Resolution.** This Contract shall be construed and enforced according to the laws of the State of New York. In the event of any controversy, claim, or dispute between the parties hereto arising out of or relating to this Contract, such controversy, claim, or dispute shall be tried exclusively in the courts of the State of New York in the County of Schenectady. Each party hereby waives any defense of lack of *in personam* jurisdiction, improper venue, and *forum non conveniens*, and agrees that service of process of such court may be made upon each of them by personal delivery or by mailing certified or registered mail, return receipt requested, to the other party. Both parties hereby submit to the jurisdiction of the court so selected to the exclusion of any other court that may have had jurisdiction.
13. **Assignability.** All rights and obligations of the parties hereunder are personal to the parties and neither party may assign its interest herein without the written consent of the other party. Any attempted assignment or transfer without the written consent of the non-assigning party shall constitute a material breach of this Contract.
14. **Entire Agreement.** This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements. This Contract may be amended only by written amendments duly executed by Union College and Talent.
15. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of the Contract. Each provision of this Contract shall be enforced to the maximum extent permitted by applicable law.
16. **Notices.** All notices or other communications hereunder shall be given in writing and shall be deemed given if served personally or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses indicated in the first paragraph of this Contract, or at such other address or addresses as they may hereafter designate in writing.

In Witness Whereof, the parties hereto caused this Contract to be executed on the date set forth below their signatures.

The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College	<i>Artist/ Speaker</i>
<i>Union College</i>	
<i>Signature</i>	<i>Signature</i>
<i>Print Name</i>	<i>Print Name</i>
<i>Title</i>	<i>Title</i>
<i>Address</i>	<i>Address</i>
<i>Phone</i>	<i>Phone</i>
<i>Email</i>	<i>Email</i>
<i>Date</i>	<i>Date</i>