

ILLUSTRATOR SERVICES AGREEMENT

This ILLUSTRATOR SERVICES AGREEMENT (“Agreement”), dated as of [INSERT DATE] 20[] , is by and between the undersigned vendor more fully described below (“Vendor”), and Emory University (“Emory”), a Georgia nonprofit corporation with an institutional address at [INSERT APPROPRIATE EMORY UNIT ADDRESS].

1. **Engagement.** Emory hereby engages Vendor to provide illustrator services (the “Project”), and Vendor hereby accepts such an engagement, all subject to the terms and conditions set forth in this Agreement, including ATTACHMENT A (the “Scope of Work”), which is incorporated herein by reference.
2. **Services.** Vendor shall provide the services to complete the Project as set forth in the Scope of Work, and Emory shall provide to Vendor the media elements, materials, timely approvals, and assistance reasonably necessary for Vendor to complete the Project.
3. **Compensation.** Subject to the provisions of this Agreement, in exchange for Vendor’s services, Emory shall pay Vendor in accordance with the payment terms set forth within Attachment A. No payment in excess of the amounts defined in Attachment A shall be made without advance written approval by Emory.
4. **Term.** The term of this Agreement shall be from the date hereof (the “Effective Date”) and continue through the completion of the Project as specified in the Scope of Work, subject to the termination provisions of Section 5 hereof.
5. **Termination.**
 - (a) **Termination Events.** This Agreement may be terminated and the Project thereby canceled only as follows: (i) by either party if the other party fails in any material respect (or refuses to perform) any of its material obligations under this Agreement, which failure or refusal goes uncured for twenty (20) or more days after written notice from the non-breaching party, (ii) by either party upon a force majeure event (e.g., natural disasters, civil disturbances) which materially affects such party’s ability to fulfill its obligations under this Agreement, or (iii) by Emory if after delivery of any drafts or rough cuts, Emory deems the work to be unsatisfactory.
 - (b) **Effect of Termination.** If this Agreement is terminated pursuant to Section 5(a) above, such termination will terminate each party’s obligations under this Agreement. Vendor will promptly deliver to Emory all footage, rough cuts, and all other equivalent materials or work-in-progress, or other work product for Project as of the effective date of such termination, and all such materials shall be the property of Emory in accordance with Section 7 below.
6. **Delivery of Project; Performance:** Unless otherwise agreed by both parties, Vendor shall complete the Project in accordance with the schedule set forth in the Scope of Work. When completed, the work product defined in the Scope of Work must be performed to Emory’s reasonable satisfaction and approval. To the extent that Emory objects to the quality of work performed in any phase of the Project, the parties shall cooperate to address such concerns and Vendor shall refrain from billing for such work until the concerns have been addressed to Emory’s reasonable satisfaction.
7. **Ownership; Representations and Warranties.** All work conducted by Vendor pursuant to this Agreement and all materials prepared by Vendor pursuant to this Agreement shall be governed by this Section 7.

a. Exclusive License for Initial Publication. Vendor hereby grants Emory a perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, publicly display, and prepare derivative works based upon all materials prepared or developed pursuant to this Agreement, including all drafts, whiteboards, rough cuts, and raw footage (collectively, the "Materials"). The foregoing license shall be exclusive to Emory for the period beginning with creation of the Materials and extending through one year after initial print or online publication of the Materials by Emory, whichever is later (the "Exclusive Period"). Following the Exclusive Period, the foregoing license shall be non-exclusive.

b. Representation, Warranty, and Indemnification. Vendor represents and warrants the following: (a) the Materials shall not infringe or violate the rights of any third party, including any rights arising under the law of copyright, patent, or trade secret law; (b) the Materials shall be original to Vendor or any non-original portions of the Materials shall be identified to Emory in writing; and (c) if any of the Materials are not original to Vendor, Vendor shall procure and deliver to Emory, without the need for any further expense, all licenses or other permissions necessary for Emory to make full and unrestricted use of the Materials for their intended purpose, including necessary releases for any "talent" or other individuals whose image, likeness, or voice appear within the Materials, and Vendor shall provide documentation of any such licenses or other permissions upon request. Vendor shall indemnify and hold Emory harmless from all claims, demands, liabilities, or other allegations of wrongdoing and all associated expenses (including reasonable attorneys' fees) arising from any breach or alleged breach of this representation and warranty.

8. Relationship Between the Parties. The parties intend that an independent contractor relationship shall be created by this Agreement. Nothing in this Agreement shall be construed as establishing a joint venture or employer-employee relationship between the parties. Vendor is not authorized to enter into any agreements on behalf of Emory nor are Vendor's employees authorized to represent themselves as employees or agents of Emory. Emory will not be liable for any of Vendor's acts or omissions in connection with the services hereunder. This Agreement does not constitute an employment contract or offer of employment. Vendor will not include Emory on any client list or otherwise make any use of Emory's name or marks in connection with any promotional activities in the absence of explicit written permission obtained from an authorized Emory representative. Emory reserves the right to interview and approve any personnel Vendor proposes to assign to the Project in advance of such assignment.
9. Confidential Information. The parties may, during the term of this Agreement, have access to and become acquainted with proprietary and confidential information of the other party ("Confidential Information") consisting, for example, and not intending to be inclusive, of product information, customer lists and information and marketing strategies of such party, the customers, business partners, suppliers and service providers of any of the foregoing, and the material terms of this Agreement. Neither Emory nor Vendor shall disclose the Confidential Information of the other, whether or not listed by way of example above, directly or indirectly, or use the Confidential Information of the other in any way, either during the term of this Agreement or at any time thereafter, except as expressly allowed in writing by an authorized officer of each party, provided, however, that any Confidential Information that does not constitute trade secrets, as defined under applicable law, shall be subject to the restrictions of this Section from the time of disclosure until two (2) years following termination of this Agreement. The prohibitions of this Article shall not apply to any information which is publicly disclosed or available, or is independently obtained by a party in a legal manner. The provisions of this Article 9 shall survive the termination of this Agreement.

10. **Indemnification.** Notwithstanding anything to the contrary herein, in no event shall Emory be responsible for any loss or damage to any person or property caused by the Vendor, its agents, employees or contractors. The Vendor agrees to defend, hold harmless and indemnify Emory, its trustees, officers, agents, students and employees, from and against any and all claims, liability and expenses, including court cost and attorney fees arising from any negligence or willful misconduct or breach of this Agreement on the part of the Vendor, its agents, employees or contractors. Notwithstanding anything to the contrary herein, in no event shall the Vendor be responsible for any loss or damage to any person or property caused by Emory, its agents, employee or contractors. Emory agrees to defend, hold harmless and indemnify the Vendor its officers, agents and employee, from and against all claims, liability and expenses, including court costs and attorney fees, arising from any negligence or willful misconduct or breach of this Agreement on the part of Emory, its agents, employees or contractors.

11. **Nonassignment; Binding Agreement; Modifications.** Neither this Agreement nor any obligation or rights hereunder may be assigned by either party, without the other party's written consent. This Agreement will be a binding, full and complete understanding of the parties regarding its subject matter and supersedes all prior negotiations, understandings or representations. This Agreement shall be binding upon Vendor; any parents, subsidiaries or other affiliated entities of Vendor; all owners, employees, independent contractors or other agents of Vendor. No modifications to this Agreement will be effective unless in writing signed by both parties. If handwritten changes are made to the Agreement, all handwritten changes must be initialed by both parties.

12. **Notices.** Notices may be sent by first class U.S. mail, postage pre-paid, properly addressed or by personal delivery. All notices shall be deemed to have been given upon the earlier of (1) actual receipt or three (3) business days after deposit in the U.S. mail. All notices shall be given at the address indicated below or such other address as a party may indicate in writing.

To Vendor:

To Emory:

[insert name and address]
Attn: [insert contact name]
Tel:

[insert department/unit name and address]
Attn: [insert contact name and title]
Tel:

13. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and may be amended only by a writing signed by both parties hereto.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

15. In carrying out its operations under this Agreement, Vendor agrees to abide by all applicable state, federal and local laws, regulations and ordinances as well as any regulations and policies of Emory. Emory shall not be responsible for any loss to or theft of any property belonging to the Vendor, its contractors, agents or employees. The parties will designate one representative of each party to whom communications would be directed in regard to any requirements for coordinating delivery, construction, and parking.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the date first written above.

[INSERT VENDOR NAME] (“Vendor”)

By: _____

Name:

Title:

Date:

Address:

Emory University

By: _____

Name:

Title:

Date:

ATTACHMENT A

Scope of Work

Purpose.

An illustration or cover story illustration may be used in the opening spread of the story itself or on the TOC. In addition, Emory may post the illustration on its website within the context of the magazine or send out social media links or an e-blast to promote the story/issue.

It may also appear small on the table of contents page or the letters page of later issues to accompany feedback about the story. This feature may be published online within the Emory Magazine website or in an immersive storytelling platform and nested within the magazine website. Emory reserves the right to edit the final illustration for digital publication.

Services.

Vendor will perform the following services in connection with the Project:

[INSERT DESCRIPTION OF SPECIFIC SERVICES VENDOR WILL PROVIDE]

Fees/Reimbursements.

Total Payment: \$ [INSERT NOT-TO-EXCEED AMOUNT]

In the unlikely event of a kill fee, Vendor will be reimbursed as follows:

- at 1st sketch 25% of agreed total
- at 2nd sketch 50% of agreed total
- and should the job be completed, 100% of the agreed total.

The size of the magazine is 8.5x11.