



# LIMITED 'WORK MADE FOR HIRE' AGREEMENT

**Notice:** This form agreement should only be used for the limited engagement (a service or services in the U.S. over a limited period, and the fee is \$5,000 or less annually) of freelance artists, photographers, videographers, illustrators, and writers. This form agreement is not designed for engagements that involve services performed outside the U.S. or that create a material risk of physical injury or property damage, for which the Standard Terms and Conditions of Purchase should apply and the business unit or department seeking to engage the independent contractor must submit a request for an Independent Contractor Services Agreement through the Agiloft Contract Management System. For services performed outside of the U.S., including remote services, consult the International Work & Staffing Policy.

**Instructions:**

1. This form must be completed and submitted prior to the performance of services. The independent contractor and the Trustees of Dartmouth College business unit or department must complete this form and return to the Trustees of Dartmouth College business unit or department contact. The Trustee of Dartmouth College signee must have authority to sign contracts in accordance to the [Signature Authority Policy](#). The business unit or department must submit this fully executed Limited 'Work Made for Hire' Agreement through the Agiloft Contract Management System and provide the independent contractor with the contract ID number for the independent contractor to be noted on the invoice.
2. New vendors will receive an email invitation from Dartmouth's vendor portal (PaymentWorks), upon submission of this Limited Engagement Agreement to the Agiloft Contract management System. New vendors must register in PaymentWorks and provide their payment and tax information. Non-residents independent contractors that are performing services within the U.S. will also be invited to register in Dartmouth's income tax software provider for non-resident aliens, Sprintax.
3. More information is available within the Vendor Guide website at [PaymentWorks](#) and [Sprintax for Non-residents](#)

**Vendor Information**

FIRST NAME		LAST NAME	
D.B.A. (COMPANY NAME)			
STREET ADDRESS		CITY/TOWN	
STATE/PROVINCE	ZIP/POSTAL CODE	COUNTRY	EMAIL

This agreement ("Agreement") is made by and between the Trustees of Dartmouth College ("Dartmouth"), a non-profit educational and research institution duly organized and existing under the laws of New Hampshire, and the individual identified in the Vendor Information ("Vendor") above and is effective as of this day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date").

The parties agree as follows:

1. TITLE AND ASSIGNMENT. Any and all works created by Vendor pursuant to this Agreement (described above) (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 Dartmouth. Vendor shall also execute all papers and perform all such other acts as Dartmouth may deem necessary to secure for Dartmouth or its designee all such rights herein assigned.
2. DELIVERY OF THE WORKS. Vendor shall deliver the Works, defined below to Dartmouth on or before \_\_\_\_\_. If the Vendor fails to deliver the Works on time, or if the Works do not comply with the terms of this Agreement, Dartmouth shall have the right to terminate this Agreement and to recover from Vendor any sums advanced in connection with the Works.
3. DESCRIPTION OF WORKS/SERVICES.
4. VENDOR'S WARRANTY. Vendor 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. Vendor shall defend, indemnify and hold harmless Dartmouth and/or its licensees against all claims, suits, costs, damages and expenses that Dartmouth 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, Dartmouth may withhold any sums due Vendor under this Agreement.
5. WAIVER OF LIABILITY. Vendor waives, releases and holds harmless Dartmouth for any and all claims, liabilities, damages and losses of Vendor, 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 Vendor's performance hereunder.

6. USE OF DARTMOUTH’S NAME. The use by Vendor of: (i) Dartmouth’s name, trademarks, service marks, trade names, logos, or any adaptations thereof; or (ii) any use of any photographs or other images depicting Dartmouth’s property, students, faculty or employees in such a way that implies the endorsement of Dartmouth, in any publication, press release, advertisement, announcement, promotional material, or promotional activity requires the prior written consent of Dartmouth.
7. COMPLIANCE WITH LAWS AND DARTMOUTH POLICIES. Vendor shall comply with all applicable laws with respect to its performance under this Agreement, including, but not limited to, environmental laws and laws pertaining to anti-discrimination and anti-retaliation in employment, labor, wages, hours, leave and other conditions of employment, and current OSHA requirements. It is the policy of Dartmouth to maintain a drug-free workplace. Vendor agrees that, while on Dartmouth premises, Vendor will comply with all regulations of Dartmouth then in effect, including safety and security regulations, and take all necessary precautions to prevent injury or damage to persons or property.
8. FEES AND EXPENSES (Describe the fees payable to the Vendor; include whether expenses are allowed or included).
  - a. FEES (pick one)
    - \_\_\_Fixed Fee of \_\_\_\_\_ (may not exceed \$5,000).
    - \_\_\_Hourly Rate of \_\_\_\_\_; not to exceed \$\_\_\_\_\_ (may not exceed \$5,000)
    - \_\_\_Other. Describe: \_\_\_\_\_
  - b. EXPENSES (pick one)
    - \_\_\_Reasonable pre-approved expenses are allowed.
    - \_\_\_No expenses.
9. INVOICES. Vendor shall provide Dartmouth with detailed invoices for Fees and Expenses. In the event of a delay in issuing invoices, which is greater than twelve (12) months from the date of performance of Service or delivery of Goods, Vendor will not be entitled to issue invoices to Dartmouth and Dartmouth will not be obligated to pay for Goods or Services. Invoices must be submitted electronically to [invoice@dartmouth.edu](mailto:invoice@dartmouth.edu). Each invoice must be attached as a separate file to the email. Invoices must include the following details to be accepted:
  - Bill To: Trustees of Dartmouth College
  - Department Name/Name of Business Unit
  - Department/Business Unit Contact
  - Invoice Date
  - Invoice Number (each invoice should have a unique invoice number)
  - Contract ID Number (Department/Business Unit should provide the Contract ID number)
  - Detailed Description of Billing
  - Invoice Amount Due
10. PAYMENT TERMS. Assuming Dartmouth has no objection to the invoiced Fees and Expenses, such invoices shall be payable by Dartmouth in accordance with the applicable payment terms elected by Vendor in PaymentWorks. Through PaymentWorks, Vendor may elect to be paid via a Virtual Card (SUA), Automated Clearinghouse (ACH), check or International Wire. If Vendor has elected to be paid via Virtual Card (SUA), then upon receipt of an accepted invoice; (ii) if Vendor has requested to be paid via ACH, then thirty (30) days from the invoice date; (iii) if Vendor has requested to be paid via check, then forty-five (45) days from the invoice date; (iv) if Vendor has requested to be paid via International Wire, then upon receipt of an accepted invoice. If Vendor elects to be paid via Virtual Card (SUA), Vendor shall be responsible for any bank fees.
11. TAXES. Dartmouth will not pay or withhold federal, state, or local income or other payroll taxes on behalf of Individual. Individual agrees to report and pay all applicable taxes. Dartmouth will issue an IRS 1099 MIS form where applicable. INDEPENDENT CONTRACTOR: Individual will be participating in the Engagement as an independent contractor and not as an employee or agent of Dartmouth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

## Signatures

Trustees of Dartmouth College	Independent Contractor
SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME
TITLE	TITLE
DATE	DATE