



_____ (“Agreement”), which shall commence on _____ and shall continue until _____ unless terminated pursuant to section 3.1 below, is between The Reed Institute, a nonprofit corporation organized and existing under the laws of the State of Oregon doing business as Reed College (“Reed”), and _____ (“Contractor”).

A. _____

_____ & A _____

_____ A. _____

_____ A ?	_____ A ?	_____ A A ?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. _____ . Reed hereby engages Contractor to perform the following services (the “Services”), and Contractor agrees to perform the Services, on the terms and conditions set forth herein:

2. _____ . For Services performed by Contractor pursuant to this Agreement, Reed agrees to pay Contractor within thirty (30) days after completion of work as follows:

Maximum payment not to exceed \$ _____

3. _____ .
3.1 Reed may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days’ written notice to Contractor or, in the case of an event described in Section 9 below, immediately upon written

notice to Contractor. Notwithstanding the foregoing, this Agreement shall terminate immediately upon the death of Contractor or Contractor's inability to continue to provide Services as required under this Agreement.

3.2 Termination of this Agreement shall not affect Reed's obligation to pay Contractor for Services rendered in accordance with this Agreement prior to the date of termination, nor shall it affect Contractor's obligations under Sections 4, 5, 7, and 8 of this Agreement.

4. If Contractor is provided access to Confidential Information of Reed, Contractor agrees: (a) not to disclose the Confidential Information without the express written consent of Reed; (b) to use the Confidential Information only to provide Services to Reed; and (c) to take all reasonable precautions to protect such Confidential Information from unauthorized use or disclosure using at least the same measures it takes to protect its own confidential information of like kind, but in no case less than reasonable care. As used herein, "Confidential Information" is information of any kind, whether or not in written form and whether or not designated as confidential, which is known or reasonably should be known to Contractor as being treated by Reed as confidential. Confidential Information does not include: (a) information that is or hereafter becomes part of the public domain through lawful means; (b) information already known to Contractor prior to Contractor's performance of Services under this Agreement; (c) information subsequently and rightfully received from a third party and not subject to any obligation of confidentiality; or (d) information independently developed by Contractor after termination of this Agreement and without reference to any Confidential Information.

5. The Artist represents and warrants that: (a) the artist has secured all rights necessary to produce all residency activities; and (b) the residency activities will not infringe on the intellectual property or other rights of any third party.

Title and copyright to all concepts and concept sketches, drawing, designs, renderings and specifications, including audio and video playback media, prepared by Contractor under this agreement shall at all times belong to and be the property of the Contractor. Reed's use of the designs hereunder is limited to the Production specified in this agreement and promotional uses.

Contractor warrants to Reed that the Services to be delivered or rendered hereunder will: (a) conform to any agreed upon specifications; and (b) be of professional quality customary in the industry and be performed using personnel of required skill, experience, and qualifications.

Contractor is an independent contractor. Neither Contractor nor any member of Contractor's staff will be, or deemed to be, an employee or agent of Reed. Neither Contractor nor any person affiliated with Contractor will represent the relationship with Reed to be otherwise than stated herein. Contractor shall be responsible for any payroll, withholding, or other employment-related taxes and workers' compensation premiums arising from services performed by its employees. Contractor shall defend, indemnify, and hold harmless Reed from and against any claim: (a) that any employee of Contractor or any person affiliated with Contractor is an employee of Reed; (b) that Reed owes any taxes or fees arising from Contractor's activities hereunder; or (c) for compensation owed to any employee of or other person affiliated with Contractor. Contractor shall provide Reed with Contractor's Social Security number or taxpayer I.D. number, as applicable.

Contractor shall defend, indemnify, reimburse and hold harmless Reed and its trustees, officers, employees, agents, insurers, students, successors, and assigns (the "Released Parties") from and against any and all claims, demands, actions, or causes of action arising out of the acts or omissions of Contractor or its subcontractors, agents, or employees, including but not limited to on account of any breach of this Agreement, any damage to real or personal property or any personal injury or death arising out of the acts or omissions of Contractor or its subcontractors, guests, agents, or employees relating to this Agreement, whether or not such damage, injury, or death is caused by the fault or negligence of any Released Party.

10. Neither party shall be liable to the other party for failure or delay to perform its obligations hereunder arising out of or due to an act, event, omission, or cause beyond its reasonable control and without its fault or negligence, including, but not limited to: strikes; lockouts; civil commotion; riots; wars; fires; explosions; floods; earthquakes; embargoes; to protect the health or safety of the Reed Community or others; epidemics; pandemics; public health concerns; labor disputes; local, state, or federal government action, direction, guidance, or

order; inability to obtain labor, material, equipment, or transportation; or acts of civil or military authority.

11. Contractor shall not assign, transfer, license, or sell Contractor's rights under this Agreement without the prior written consent of Reed.

12.



REED COLLEGE

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