



Albert Einstein College of Medicine

Video Professional's License Agreement for Companies

Video Professional Information:

Name _____

Address _____

Telephone _____

Email _____

Social Security or Federal Tax ID# _____

This Agreement ("Agreement") is by and between Albert Einstein College of Medicine, ("Einstein") and _____ ("Video Professional"). Einstein and Video Professional agree to the following terms and conditions governing the provision by Video Professional to Einstein of videos, films, and the like for use by Einstein (the "Materials").

- 1. Term.** This Agreement shall be effective as of _____ and, unless earlier terminated by either party in accordance with section 10 below, shall remain in effect for one year from such effective date.
- 2. Delivery of Materials.** Video Professional shall take, and shall deliver to Einstein, such Materials as are requested from time to time by Einstein during the term of this Agreement. Video Professional shall exercise his/her independent judgment and skill in determining how best to take video of the highest technical quality and visual appeal. High resolution files of the edited approved video, as specified by Department of Communications and Public Affairs (DCPA) contact, must be sent to both the Department at Einstein that contracts for the work and DCPA. In addition, all raw footage and b-roll (stills and video), any other project elements (e.g., music) as well as the project files (e.g., video editing, graphics) must be provided to DCPA.

When sending to the Department of Communications and Public Affairs:

Albert Einstein College of Medicine
Office of Communications and Public Affairs
1300 Morris Park Avenue, Belfer 905
Bronx, NY 10461
Attn: Sunita Reed
718-430-3101

- 3. Ownership.** Video Professional and Einstein intend and consider this to be a contract for services and each considers the products and results of the services to be rendered by Video Professional, including the Materials, to be a work made for hire. Video Professional acknowledges and agrees that that the Materials and any part thereof including without limitation, any raw footage shot, all audio, digital or film recordings, anthem videos, shootings and all other work product associated with the production of the Materials, and all rights therein to the distribution, publication or any other use, including, without limitation, copyright and patent, vests immediately in, belongs to and shall be the sole and exclusive property of Einstein. To the extent that the Materials hereunder might not be deemed to constitute “work made for hire,” Video Professional does hereby assign, sell and transfer to Einstein, its successors and assigns, all rights, title and interest in and to the copyright and patent in the Materials and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all videos based upon, derived from or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights and patents, and the right to distribute, publish, adapt, translate, revise, and reproduce the Materials and in and to all rights corresponding to the foregoing throughout the world. Video Professional agrees to execute all papers and to perform such other proper acts as Einstein may deem necessary to secure for Einstein the rights herein assigned.
- 4. Payment and Taxes.** Einstein shall pay Video Professional an amount to be agreed upon between Einstein and Video Professional for specific assignments during the term of this Agreement. Einstein will subject the payment to any required withholding of taxes and will do any necessary tax reporting. All invoices should be submitted to Albert Einstein College of Medicine, PO Box 4467, Scranton, PA 18505 or emailed to EDM at Einstein@edmamericas.com.
- 5. Video Professional's Warranty.** Video Professional warrants that s/he has authority to enter into, and to be bound by, this Agreement, that the Materials provided to Einstein pursuant to this Agreement will not infringe any copyrights or other intellectual property rights, will not contain libelous or unlawful matter, and will not violate the privacy rights of any individual. Video Professional further warrants that all living persons, or the representatives of any deceased persons whose likenesses are used in the Materials, have executed releases allowing unlimited use by Einstein. Video Professional shall supply Einstein with copies of said releases with the Materials hereunder. Video Professional warrants that the Materials comply with Einstein's specifications and are free from any material defects in design or workmanship. Video Professional agrees to indemnify and hold harmless Einstein against any claims or losses resulting from or caused by Video Professional's violation of the terms of this paragraph.
- 6. Rejection and Approval Rights.** Einstein reserves the right to reject and not pay for Materials not delivered in accordance with the specifications of the project or this Agreement, including but not limited to timely delivery, which is of the essence. Complaints, notice of defects in workmanship or design of the Materials, or notice of rejection of any Materials will be forwarded to Video Professional promptly after Einstein has reviewed the Materials.
- 7. Use of Einstein Name/Trademarks.** Video Professional shall not use Einstein's name or trademarks in any advertising, marketing or other promotional materials without Einstein's express written prior

consent to each specific use. Notwithstanding the foregoing, Video Professional may list Einstein in a client list.

8. **Cancellation.** This Agreement may be cancelled by Einstein at any time prior to the scheduled event Video Professional has been contracted for upon notice to Video Professional.
9. **Confidentiality.** Video Professional agrees that that he or she will not disseminate, reveal, or otherwise make available to others any information of a proprietary or confidential nature concerning Einstein learned by Video Professional in the course of fulfilling this Agreement.
10. **Termination.** This Agreement may be terminated at any time upon 10 days written notice by either party to the other.
11. **Liability.** Video Professional is responsible for his/her equipment. Einstein is not responsible for any loss or damage to equipment.
12. **Insurance.** During the period of this agreement, Video Professional will procure and maintain the following insurance:
 - a. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate. The general liability additional insured coverage must be provided in the form of an endorsement to the contractor's insurance using ISO CG 2010 (07/04) or its equivalent, specifically naming Albert Einstein College of Medicine.
 - b. **Professional/Errors and Omissions Liability:** \$2,000,000 each claim for all professional services including, but not limited to, architects, engineers, consultants, and testing services. The coverage must be maintained during the term of the contract/agreement and at least three (3) years following its completion/termination.
 - c. **Automobile:** If Video Professional or its agents or employees drive on Einstein campus or property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - d. **Workers Compensation:** Statutory limits are required, and Employer's Liability Insurance with limits of not less than \$1,000,000.

The Certificate of Insurance must be issued as follows:

Albert Einstein College of Medicine
The Contracting Department
1300 Morris Park Avenue
Bronx, NY 10461

Albert Einstein College of Medicine must be added as an Additional Insured as follows:

Albert Einstein College of Medicine (Einstein), all Subsidiaries and Affiliated Entities of Albert Einstein College of Medicine must be included as an additional insured and waiver of subrogation on the vendor's general liability insurance policy as it pertains to the work done/service provided/product delivered to the AECOM. Such insurance must be primary and non-contributory to any other valid and collectible insurance. All policies must be written by a carrier licensed in the State of New York and rated at least "A" in A.M. Bests.

Video Professional waives any right or claims under insurance policies held by Einstein.

13. Miscellaneous. This Agreement is the entire agreement between the parties and may not be amended except by a writing signed by both parties. This Agreement shall be governed by, and construed and enforced pursuant to, New York law. The relationship of Video Professional to Einstein pursuant to this Agreement shall be that of independent contractor. Materials shall not be deemed to be an employee of Einstein for any purpose. The provisions of sections 3, 5, 7, and 9 shall survive the termination of this Agreement.

Albert Einstein College of Medicine

Video Professional

By: _____

By: _____

Dated: _____

Dated: _____