

## Exhibit A1: Contractor Agreement

This agreement (“Agreement”) dated as of [Month] [Day], 20[\_\_\_] is made by the Fashion Institute of Technology (“College”) and [Name of Contractor] (“Contractor”), located at [ADDRESS]. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, College and Contractor hereby agree as follows:

1. Statement of Work: Contractor will create and deliver and assign to College one (1) or more [ARTWORK(S) / PHOTOGRAPH(S) / ARTICLE(S)] (the Work) said services as more particularly detailed in “Schedule A” attached to this Agreement (the “Scope of Work”) as required by College in writing, in accordance with College’s direction and/or instructions.
2. Services & Term: Contractor will perform its services hereunder in a timely and professional manner consistent with generally accepted practices in the industry and when, where and in the manner reasonably specified and required by College. Timely delivery of the Work is of the essence of this Agreement. The term of this Agreement will commence upon the date(s) and times set forth in the Scope of Work.
3. Compensation / Relationship: As full and complete consideration for all Work and for all rights contained herein, College shall pay to Contractor a flat fee in the amount of [\_\_\_\_\_] (\$[\_\_\_\_]) for the Work required by College, payable upon satisfactory completion and delivery of the Work to College. College and Contractor agree that Contractor is an independent contractor and not an employee or agent of College. Contractor assumes all obligations with respect to Federal and State income taxes, Social Security taxes, unemployment insurance premiums, workers compensation premiums, and any other non-sales taxes or charges imposed by law, and any withholdings or payments that may be required by law.
4. Rights; Representations and Warranties; Indemnification:

(a) Contractor acknowledges that all work performed by Contractor is on a “work for hire” basis, and hereby irrevocably transfers and assigns to College all of Contractor’s rights, title, and interests, including without limitation all intellectual property rights including moral rights, in and to the Work. Contractor further agrees to execute and deliver to College, its successors and assigns, such other and further instruments and documents as College reasonably may request for the purpose of establishing, evidencing, enforcing, or defending its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever, now known or hereafter recognized, in and to the Work, and Contractor hereby constitutes and appoints College as agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Contractor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable. College hereby grants to Contractor, and Contractor accepts from College, a non-exclusive, limited, revocable license to use, reproduce, and display the Work solely for Contractor’s non-commercial personal portfolio.

(b) Contractor represents and warrants as follows: (1) unless otherwise agreed in writing by College and with the exception of any elements provided to Contractor by College, the Work shall be wholly original with Contractor and free from claims by or obligations to any third parties (including without limitation, rights of privacy, publicity, copyright and/or any other intellectual property rights); (2) Contractor holds or has obtained all rights, releases, permissions and authorizations to the Work; (3) neither the Work nor any assignment granted herein by Contractor violates any third-party rights or applicable laws; and (4) Contractor hereby grants and conveys to College all applicable rights, releases, permissions and authorizations to or in connection with the Work in accordance with Section 4(a) herein to use, modify, excerpt, create derivative works, display, distribute and fully exploit the Work in accordance with the terms this Agreement;

(c) Contractor shall indemnify, defend and hold harmless College, its employees, directors, officers, its auxiliary corporations and their respective heirs and assigns, and the State University of New York, the New York City Department of Education, and the City and State of New York, from and against any claim, liability, demand, actions, losses, damages and expenses, (including, without limitation, reasonable outside attorneys’ fees and costs) brought in connection with the use and exploitation of the Work by College or any

third party; and Contractor has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable specifications by College. The provisions of this paragraph shall survive the termination of this Agreement. Contractor agrees to promptly notify College in writing of any claim or demand promptly upon learning of its existence and upon College's request, to assume the defense of the claim or demand.

5. Insurance: Contractor represents and warrants that it maintains insurance coverage for bodily injury and property damage, as well as workers' compensation insurance, for commercially reasonable amounts, and shall list College as an additional insured on all such policies. Contractor shall provide College with certificates of insurance no less than seven (7) business days prior to the date services are to be rendered.
6. Use of College Equipment: If Contractor proposes to use equipment owned by College in connection with the performance of its services, such use must be approved in advance in writing by College. The installation and operation of any such equipment shall be subject to the supervision of the College. Contractor shall provide a qualified operator or operators for such equipment at its own expense.
7. No Promotional Rights: Contractor shall not use College's name, logo, or trademark without prior written approval. College reserves the right to advertise and promote any event associated with the services as appropriate.
8. Cancellation Right: Upon five (5) business days written notice, College may terminate this Agreement at no cost to College. Contractor shall be entitled to compensation limited to the reasonable value of work actually completed, up to the date of cancellation.
9. Force Majeure Events: Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in conducting the event arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. To the extent delays are excused by this provision, dates or times for the rendering of services shall be reasonably extended to the extent practicable and provided that the Party whose performance is affected notifies the other Party promptly of the existence and nature of such delay.
10. No Assignment: Contractor's obligations under this Agreement may not be assigned, subleased, outsourced or transferred without the prior written consent of College.
11. Waiver of Rights: Waiver by College of any breach or right under this Agreement shall not operate or be construed as a waiver of any other breach or right.
12. Enforceability of the Agreement: If any paragraph or clause of the Agreement is deemed illegal or invalid or void for any reason, it shall be modified to the minimum extent necessary to make it legal or valid, and the remaining paragraphs and clauses of the Agreement will remain in full force and effect.
13. Remedies/Choice of Law/Venue: The parties agree to engage in good faith attempts to resolve any disputes that arise under this Agreement prior to taking a formal action. This Agreement shall be governed by the laws of the State of New York applicable to agreements entered into and to be performed entirely in said State, and the courts in New York, New York shall have exclusive jurisdiction over all disputes and actions relating to or arising under this Agreement. The parties consent to the personal jurisdiction of those courts.
14. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other negotiations, understandings and agreements between College and Contractor, whether prior to, contemporaneous with, or subsequent to this Agreement. If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect.

FASHION INSTITUTE OF TECHNOLOGY

\_\_\_\_\_  
[CONTRACTOR NAME]

By: \_\_\_\_\_  
Its Authorized Signatory

**Schedule A**

**SCOPE OF WORK**

Description of Services:

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[e.g., photography, videography]

Date(s) of Services:

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Time Period Services will be Provided: From \_\_\_\_\_ to \_\_\_\_\_

Location Where Services will be Provided:

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Contractor's or College's special requirements to be provided, if any:

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