

Marquette University Creative Services

Terms and Conditions

1. Project Description. A completed Statement of Work is required and must set forth at a minimum a general designation of the Creative Services to be provided; a description of each of the required deliverables and due dates; the fixed fee or hourly rate with a not-to-exceed amount; any authorized reimbursable expenses with a not-to-exceed amount; and any special requirements that may apply to the Creative Services.
2. Fees and Payments. Provider will invoice Marquette only for completed Creative Services delivered to Marquette. Unless otherwise set forth in the Statement of Work, Marquette will in its sole discretion determine any amounts properly payable before the Creative Services have been satisfactorily completed. No advance payments are authorized.
3. Electronic Information Technology (EIT) Accessibility. For web-based EIT provided under a Statement of Work, Provider warrants that the deliverables provided under this Agreement conform to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) at conformance levels AA and that the deliverables will continue to conform for the duration of the Agreement. If deliverables provided under this Agreement do not fully conform to WCAG 2.0 AA, Provider must advise Marquette in writing of the nonconformance and must provide detailed information regarding the plans to achieve conformance including an intended timeline for conformance.

For non-web based EIT, Provider warrants that the deliverables to be provided under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Provider agrees to promptly respond to, and resolve, any complaint regarding accessibility of its deliverables.

4. Independent Contractor. Provider acknowledges that Provider is an independent contractor and will be solely and personally responsible for all federal, state and local taxes, contributions, and premiums with regard to all payments made to Provider by Marquette.
5. Ownership of Work Product. Provider hereby grants Marquette a perpetual, exclusive, unrestricted, royalty-free license to print, publish, modify or otherwise use any reports, documents, drawings, illustrations, photographs, designs, video, audio or other copyrighted materials (collectively, the "Works") prepared by Provider for Marquette pursuant to this Agreement. Provider understands that Marquette may print, publish and post the Works worldwide, including but not limited to publication on the Internet or any other medium and incorporation in whole or in part into trademarks, service marks, or logos. Furthermore, Marquette may license publications of the Works in any medium, including, but not limited to, newspapers, magazines, radio, motion pictures, television and electronic media without any further fee or consent by Provider. Provider represents and warrants to Marquette that no third party will have any rights in any Works prepared by Provider for Marquette pursuant to this Agreement and that Provider has the authority to license the Works prepared by Provider for Marquette pursuant to this Agreement. Marquette and Provider agree that Provider may use copies of the Works only for Provider's own self-promotion or portfolio purposes. Provider will not resell, license or transfer Works for a fee or other compensation to any third party.
6. Nondisclosure of Confidential Information. Provider will not, either directly or indirectly, as an employee, agent, partner, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including employee and student data, financial data, plans and mailing lists ("**Confidential Information**") of Marquette for any purpose other than performance of the Creative Services. Unless informed in writing to the contrary by Marquette, Provider will presume all information provided to Provider by University is Confidential Information. Unless Provider has obtained the prior written consent of Marquette to the contrary, Provider will not disclose the Confidential Information to any third parties. This section will not apply to any information that Provider can demonstrate by written evidence (a) was known

**Marquette University
Creative Services**

to Provider prior to the disclosure to Provider by Marquette or (b) has become public knowledge without a breach of this Purchase Order and Statement of Work or other confidentiality obligation.

7. Delivery of Documents. Marquette may discontinue furnishing or making available access to Confidential Information at any time in the sole discretion of Marquette. Upon demand by Marquette, Provider will promptly deliver to University all Confidential Information and all correspondence, designs, sketches, drawings, manuals, letters, notes, computer diskettes, computer or voice tapes, notebooks, reports or any other documents or media embodying or concerning the Confidential Information that came into Provider's possession, by any means whatsoever, during the term of and performance of the Creative Services.
8. Personal Services. The Creative Services are deemed personal services by the individual(s) Authorized in the Attachment to provide the Creative Services, and Creative Services may not be performed by others without the advance written permission of Marquette.
9. Expenses. All expenses incurred by a party will be the sole responsibility of the party that incurred the expense, except for expenses that are listed as reimbursable to Provider on the Statement of Work.
10. Authority. Each party hereby certifies that it has all necessary Authority to execute and deliver this Agreement and to perform its obligations hereunder. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.