ADDITIONAL TERMS
(Media Works and other Works of Authorship)

In addition to the terms and conditions contained in RENSSELAER GENERAL TERMS AND CONDITIONS, the following terms and conditions apply and shall take precedence over any conflicting provisions therein:

1. **EXCLUSIVE RIGHTS IN INTELLECTUAL PROPERTY**

   1.1 For purposes of this addendum, the WORK shall be defined as the particular document, work of authorship, literary work, musical work, pictorial, graphical or sculptural work, motion picture or audiovisual work, multi-media work, sound recording, product, item or other service to be rendered and performed by Vendor under this Agreement.

   1.1 All documents, information and materials (including, without limitation, designs, drawings, characters, graphic material, plans, prints, articles, information, and records) which may be contained in the WORK prepared by Vendor in performance of its duties hereunder, including all copyright, patents, trademarks, trade names, trade dress and trade secrets (the "Intellectual Property") shall constitute works-made-for-hire and shall belong to and be the sole and exclusive property of Rensselaer and shall be surrendered by Vendor to Rensselaer at the termination of this Agreement or completion of the Project, whichever is earlier. The parties acknowledge that Rensselaer’s sole and exclusive ownership of all Intellectual Property Rights in the WORK and related documents and information shall survive termination of this Agreement.

   1.2 If for any reason the WORK would not be considered a work-made-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to Rensselaer, its successors and assigns, the entire right, title and interest in and to the Intellectual Property which is contained in the WORK and any registrations and copyright and trademark applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the WORK, 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 such Intellectual Property, and in and to all rights corresponding to the foregoing throughout the world.

   1.3 If the WORK, or any part thereof is one to which the provisions of 17 U.S.C. 106A apply, the Vendor hereby waives and appoints Rensselaer to assert on the Vendor’s behalf the Author’s moral rights or any equivalent rights regarding the form or extent of any alteration to the WORK (including, without limitation, removal or destruction) or the making of any derivative works based on the WORK, including, without limitation, photographs, drawings or other visual reproductions of the WORK in any medium, for university purposes.

   1.4 Vendor agrees to execute all papers and to perform such other proper acts as Rensselaer may deem necessary to secure for Rensselaer or its designee the rights herein assigned.
2. **WARRANTY**

2.1 In addition to any warranties which may be contained in RENSSELAER’S GENERAL TERMS AND CONDITIONS, Vendor represents and warrants to Rensselaer that:

a. Its services hereunder shall be performed in a diligent, workmanlike and professional manner consistent with good practices and all services and equipment furnished or developed hereunder shall be as represented by Vendor to Rensselaer and shall conform to the Specifications of Rensselaer.

b. It and its employees shall follow and abide by all applicable local, state and federal laws in the performance of its services, including the maintenance of all necessary licenses and permits for the installation and operation of all services anticipated hereunder, and all safety and security rules, ethical standards, and procedures required by Rensselaer.

c. It has full power to enter into and fully perform this Agreement without conflict with any other Agreements, and that the WORK will in no way infringe upon or violate any rights of any third person, including, without limitation, rights of patent, trade secret, trademark, trade dress or copyright.

d. The WORK delivered hereunder shall (i) reflect the level of skill, knowledge and judgment required or reasonably expected of suppliers supplying comparable services, (ii) be of merchantable quality, (iii) be fit for the use intended by Rensselaer, (iv) be free from defects in materials and workmanship, and (v) be of the quality ordered. Vendor shall perform all services in a prompt, diligent and workmanlike manner and in accordance with all applicable laws, ordinances, codes and regulations.

e. No warranty shall be deemed waived by RENSSELAER by reason of Rensselaer’s acceptance of, or payment for, the WORK. The WORK delivered hereunder shall be produced strictly in accordance with all specifications supplied to Vendor by Rensselaer and (i) reflect the level of skill, knowledge and judgment required or reasonably expected of suppliers supplying comparable services, (ii) be of merchantable quality, (iii) be fit for the use intended by RENSSELAER, (iv) be free from defects in materials and workmanship, and (v) be of the quality ordered. CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and in accordance with all applicable laws, ordinances, codes and regulations.

e. No warranty shall be deemed waived by Rensselaer by reason of Rensselaer’s acceptance of, or payment for, the WORK.

3. **CONFIDENTIALITY**

CONTRACTOR acknowledges that this Agreement creates a confidential relationship between CONTRACTOR and RENSSELAER that is the basis on
which RENSSELAER will allow CONTRACTOR to have access to RENSSELAER’S commercially valuable, proprietary, and confidential information. CONTRACTOR shall hold such information, including all information and equipment (including drawings and the like) developed by CONTRACTOR for RENSSELAER herein, in strict confidence and shall not disclose such information to any third party or use such information in any way except as provided for in this Agreement. This obligation shall not apply to information which is or may become generally known to the public. Contractor shall safeguard all materials, including, but not limited to, written documents, drawings, electronic files, software and other data communications supplied by RENSSELAER, and shall not copy or duplicate such materials except as specifically permitted herein, and shall return all such materials to RENSSELAER upon completion of the services hereunder or upon RENSSELAER’S request.