THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

GENERAL TERMS AND CONDITIONS

PROFESSIONAL SERVICES CONTRACT

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The following terms and conditions apply to all Professional Services contracts entered into by The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama in Huntsville.

1. Standard of Performance. All services rendered by the Contractor and its employees, agents, or representatives in performance of this Contract shall conform to the highest standards of workmanship for the type of work involved. Each of the Contractor's employees performing services under this Contract shall be well qualified for the services he or she is performing. The Contractor warrants to the University that all work performed shall: (a) conform in all respects to all of the requirements of this Contract; (b) be free from all defects in materials and workmanship; and (c) be free from all defects in design and be fit for its intended purposes.

2. Inspection. The University, through its authorized representatives, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the Contractor.

3. Assignment. The Contractor may not assign, subcontract, or delegate performance of any of its rights or obligations under this Contract in whole or in part without first obtaining the prior written approval of the University. Any attempted assignment, subcontract, or delegation under this Contract shall be void and of no effect.

4. Force Majeure. The Contractor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. The Contractor shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delay, including specifically that caused by its own fault or negligence. In the event of any excusable delay the date of performance shall be extended for a period equal to the time lost by reason of such delay on written approval of the University official to whom notices are to be given under this Contract.

5. Access to Facilities. The Contractor and its employees or agents shall have the right to use only those facilities of the University that are necessary to its performance of services under this Contract and shall have no right of access to any other facilities of the University.

6. Conduct on Premises.

(a) The Contractor agrees that all persons working for and on behalf of it whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.

(b) The Contractor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damage to property located on University premises caused by its employees and agents. Accordingly, the Contractor agrees to take all necessary measures to prevent such injury and damage. The Contractor shall promptly repair, to the specifications of the University's Vice President for Finance and Administration, any damage that it, or its employees or agents, may cause to the University's premises or equipment. On the Contractor's failure to do so, the University may repair such damage and the Contractor shall reimburse the University promptly for the cost of repair.

(c) The Contractor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Contractor will immediately notify the University's Vice President for Finance and Administration and thereafter furnish a full written report of such accident.

7. Loss of Contractor's Property. The University shall have no responsibility for the loss, theft, or mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Contractor or its employees or agents.

8. Signs or Displays. The Contractor will not install any signs or other displays on the University's premises unless in each instance the prior written approval of the University's Vice President for Finance and Administration has been obtained.

9. University Name - Limitations on Use. The Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific prior written authorization of the University's Vice President for Finance and Administration. However, the Contractor shall be allowed to include the University on its routine client list for matters of reference only.

10. Travel Reimbursement. If this Contract calls for reimbursement of the Contractor's actually incurred travel expenses, the University will reimburse travel expenses as follows: the cost of food, lodging, and miscellaneous expenses while in travel status, plus the cost of ground and/or air transportation. Reimbursement shall be limited to expenses which are actual, reasonable, and necessary. For travel by private vehicle, reimbursement shall be made at the then current State of Alabama rate of reimbursement per mile, and for travel by air it shall not exceed the cost of economy airfare. Payment shall be made after presentation of appropriate documentation and or receipts for all business expenses.

11. Indemnification. The Contractor agrees to indemnify and hold harmless the University, its trustees, officers, agents, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence of the Contractor's acts or omissions in performing under this Contract, its presence on the University's premises, or the existence of this Contract or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

12. Encumbrances. The Contractor shall at all times keep the University free and clear from all encumbrances and liens asserted against or on account of it or its employees and/or agents, by any person, firm, or corporation for any reason whatsoever. If any such lien shall at any time be filed against the University's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, the University may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by the

University in discharging the lien shall either be deducted from any payments due the Contractor or be paid by the Contractor directly to the University.

13. Insurance. The Contractor shall maintain in force at all times during the term of this Contract, with responsible insurance carriers, the following insurance: (a) workmen's compensation insurance, to the extent coverage is required by law for the Contractor, in the amount of the statutory limits; (b) automobile liability insurance in the amount of $500,000 per person and $1,000,000 per occurrence, if the use of an automobile by the Contractor is involved in or related to its performance under this contract; and (c) general liability insurance, in appropriate amounts, if the nature and scope of the Contractor's activities in performing under this Contract would, in the exercise of reasonable prudence, dictate such coverage. The University shall have the right, by written notice to the Contractor, to require the Contractor to have and maintain such general liability coverage and to provide a Certificate of Insurance to the University with respect to one or more of the foregoing coverages. The University shall further, by written request, be made an additional insured on any of such policies of insurance.

14. Licenses and Permits. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and it shall post or display in a prominent place such permits and/or notices as are required by law.

15. Ethics Certification. The Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.

16. Interest of Contractor. The Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.

17. Compliance with Law. With respect to all activities carried out under this Contract and/or on University premises, the Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.

18. Taxes. The Contractor shall pay when due all taxes or assessments applicable to it. The Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.

19. Nondiscrimination. The Contractor agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to this Contract, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, or disability. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of this Contract by reference.

20. Independent Contractor Relationship. The relationship of the Contractor to the University is and shall be that of an independent contractor in all respects under this Contract, and nothing herein shall be construed as creating any other relationship.

21. Termination. The University may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, either for the University's convenience or because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all service affected (unless the notice directs otherwise), and (b) deliver to the University all data, reports, summaries, and such other information and material as may have been prepared for and/or accumulated by the Contractor in performing this Contract, whether completed or in process.

22. Claims. Any alleged claim against the University for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.

23. Notices. Any notice required under this Contract shall be in writing and shall be given by certified mail, return receipt requested, addressed as follows: if to the University, to the attention of the Director, Purchasing and Communication Services, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to the Contractor, to the address shown on the Contract for Professional Service. The name and address to which mailings shall be made may be changed from time to time by a notice mailed as set forth above.

24. Consent. Wherever in this Contract the consent or approval of a party is required or permitted, such consent or approval shall be in writing and shall be executed by an officer or agent of the party duly authorized to take such action. If a party fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

25. Waiver. The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.

26. Unenforceable Provision. If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of the Contract as a whole.

27. Remedies. All the parties' remedies and rights contained in this Contract shall be cumulative and shall not be in limitation of any other right or remedy which the parties may have.

28. Survival of Terms. All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.

29. Representations and Warranties. The Contractor covenants that all action required on its part has been taken to authorize and empower it to enter into and perform this Contract and that it has and will continue to have throughout the term of this Contract the full right to perform its obligations hereunder. The Contractor further represents that there are no prior or existing contractual commitments that would prevent it from entering into this Contract or from conducting the activities and carrying out the duties and obligations provided for hereunder.

30. Construction Rules.

(a) The captions and headings in this Contract are for purposes of convenience and reference only, and the words contained therein shall have no substantive effect and shall in no way be held to explain, modify, or amplify the meaning of the sections and provisions of this Contract to which they pertain.

(b) The words "shall," "will," and "agrees," as used herein are mandatory; the word "may" is permissive.

(c) Whenever the singular number is used herein, it shall, where appropriate, include the plural, and the neuter gender shall include the masculine and/or feminine.

(d) The language in all parts of this Contract shall in all cases be simply construed according to its fair meaning and not strictly for or against either party.

31. Governing Law. This Contract, and all matters or issues collateral to it, shall be governed by and construed in accordance with the law of the State of Alabama.

Rev. 04/2008