

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT ("Agreement") is entered into between The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville ("University") and _____ ("Contractor") (collectively, the "Parties").

WHEREAS, University wishes to obtain the professional services of Contractor; and

WHEREAS, Contractor has the knowledge, skill, and capability to perform such Services (hereinafter defined) for University.

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, University hereby engages Contractor, and Contractor accepts the engagement by University, to provide the Services on the following terms and conditions.

1. Term. This Agreement shall be effective as of _____ ("Effective Date") and shall remain in effect until _____ (collectively, the "Term"), or until all obligations set forth in this Agreement have been satisfactorily fulfilled or the Agreement has been terminated as described herein, whichever occurs first.

2. Contractor's Performance Obligations. Contractor shall perform the Services described in Schedule A, which is attached hereto and incorporated herein by reference ("Services"). All Services shall be performed in a timely, diligent, and professional manner, consistent with the highest standards of performance for the type of work involved.

3. University's Performance Obligations. University, as consideration for Contractor's satisfactory performance of the Services, shall pay Contractor and, as necessary, provide any related requirements for Contractor's performance as described in Schedule B, which is attached hereto and incorporated herein by reference.

4. General Terms and Conditions. The general terms and conditions of this Agreement are set forth in Schedule C, which is attached hereto and incorporated herein by reference. In the event of a conflict between the terms contained herein and the General Terms and Conditions, the General Terms and Conditions shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**The Board of Trustees of The University of
Alabama, for and on behalf of The University of
Alabama in Huntsville**

[Contractor]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

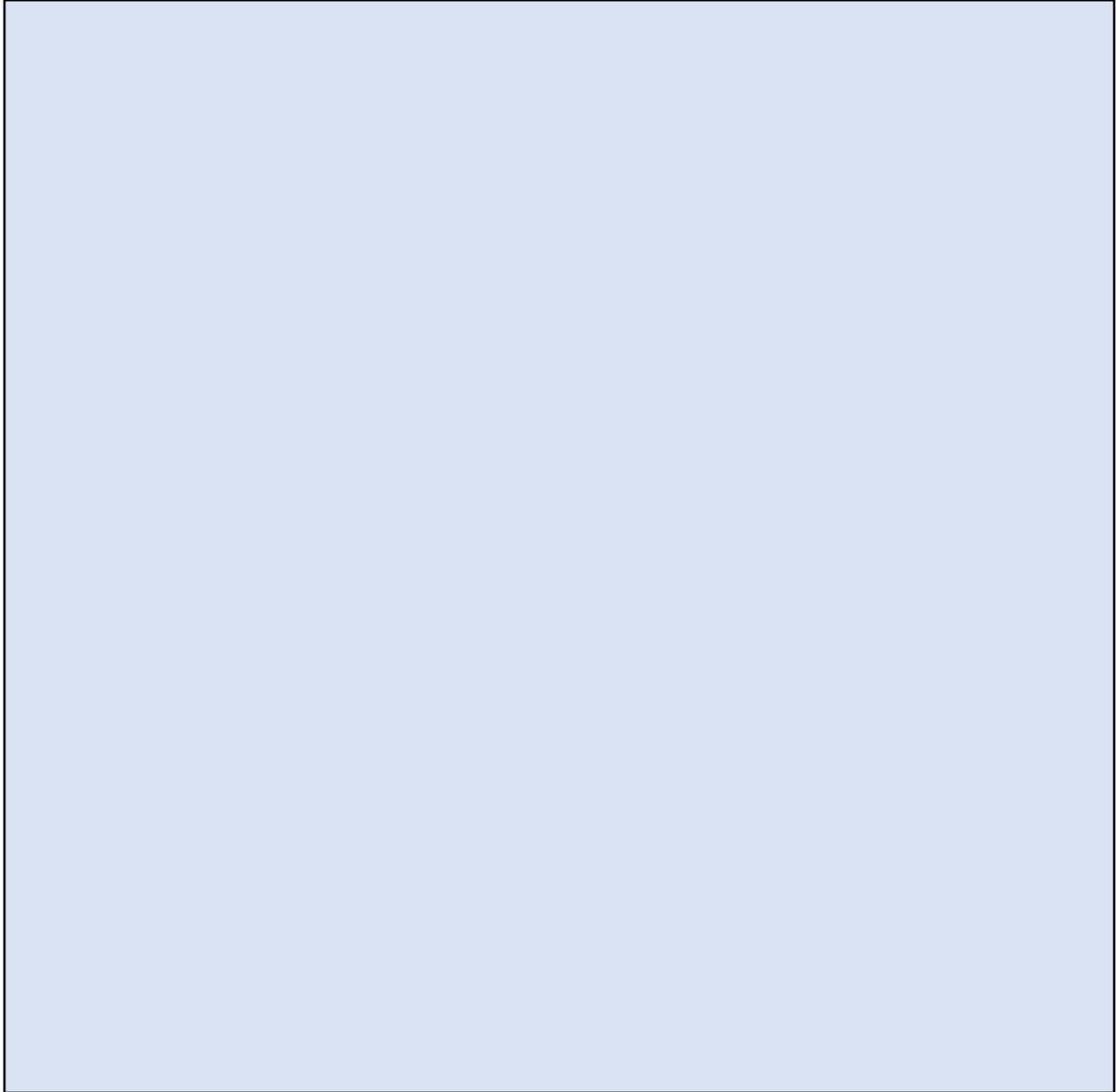
Address: _____

Address: _____

SCHEDULE A

CONTRACTOR'S PERFORMANCE OBLIGATIONS

1. Scope of Services. Contractor, for the duration of the Term and as consideration for University's Performance Obligations as set forth below, shall provide the following Services (specifically include the location, date, duration, and type of engagement):



The Parties agree that the above sets forth Contractor's performance upon which University's obligation to pay Contractor is conditioned.

(If the space provided is not enough to fully specify Contractor's duty to perform and to identify the standards of satisfactory performance, Contractor's covenant to perform must be set forth in a separate schedule attached hereto and incorporated herein by reference.)

SCHEDULE B

UNIVERSITY'S PERFORMANCE OBLIGATIONS

1. **Compensation.** University, as consideration for Contractor's satisfactory performance of Contractor's Performance Obligations as set forth in Schedule A, inclusive of any additional schedules attached to this Agreement, shall pay Contractor as follows (*check one or more, as applicable*):

- a. ____ University shall pay Contractor a fee in the amount of \$_____.
- b. ____ University shall pay a fee based on effort expended and calculated at the rate of \$_____ per _____ (*if appropriate, complete following*) but not to exceed a total of \$_____, exclusive of reasonable travel expenses as provided in subpart (c).
- c. ____ University shall reimburse Contractor for reasonable travel expenses in accordance with per diem and mileage allowances provided under State law for persons traveling in the service of the State, but not to exceed a total of \$_____.
- d. ____ University shall reimburse Contractor for actually incurred travel expenses, not to exceed \$_____ per ____ day ____ week ____ total.
- e. ____ Other: _____

Payment shall be made within thirty (30) days after completion of contract and invoice has been received by University, *unless* a different arrangement (*e.g., monthly, upon proper billing, etc.*) is herein set forth:

2. **Additional consideration.** University, as additional consideration for Contractor's satisfactory performance of Contractor's Performance Obligations, as set forth in Schedule A, inclusive of any additional schedules attached to this Agreement, shall provide to Contractor the following (*check one or more, as applicable*):

- a. ____ University shall provide the following campus facility access (*e.g., a performance and backstage area*): _____

- b. ____ University shall provide the following technical requirements: _____

- c. ____ Other: _____

SCHEDULE C

GENERAL TERMS AND CONDITIONS

Article 1. Scope of Professional Services.

- 1.1 General Responsibilities.** Contractor agrees to perform the professional services set forth in the Contract for Professional Services (the “Agreement”) on the schedule set forth therein. Any material amendments to the Services, their scope, or the timing of performance, shall be set forth in a separate writing duly executed by authorized representatives of each party and treated as an amendment to this Agreement.
- 1.2 Standard of Performance.** Contractor agrees that all persons working for and on behalf of it shall obey all applicable rules and regulations established by University, shall comply with the reasonable directions of University’s officers, and shall conform to the highest standards of performance for the type of work involved
- 1.3 Inspection.** 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 Contractor, including but not limited to the right to request and review all internal records of Contractor that relate in any way to the Services, including but not limited to records that relate to requests for payment by Contractor.

Article 2. Term and Termination.

- 2.1 Term of Agreement.** This Agreement shall be effective as of the Effective Date. All work and services required hereunder shall be provided within the period provided in the Agreement.
- 2.2 Termination.** University may, by written notice to Contractor, terminate this Contract in whole or in part at any time, either for University’s convenience or because of the failure of 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 University all data, reports, summaries, and such other information and material as may have been prepared for and/or accumulated by Contractor in performing this Contract, whether completed or in process.
- 2.3 Notice of Delay.** Contractor understands that time is of the essence in this Agreement. Contractor shall monitor the progress of its provision of the Services and shall promptly advise University of any material delays or reasonably anticipated delays that may prevent the Services from being completed on the schedule set forth in the Agreement and shall state in writing the revised performance date as soon as practicable after the notice of delay.

Article 3. Compensation, Reimbursement, and Payment.

- 3.1 Total Obligation.** University’s total obligation to Contractor under this Agreement, including compensations for goods, services, and reimbursable expenses, shall not exceed the amount provided in the Agreement without the prior written approval of the University.
- 3.2 Travel Reimbursement.** If this Contract calls for reimbursement of Contractor’s actually incurred travel expenses, 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.

- 3.3 Payment.** University shall pay Contractor's invoices by the day that is thirty (30) calendar days after University receives Contractor's invoice, unless a different arrangement (e.g., monthly, upon proper billing) is set forth herein.
- 3.4 Access to Facilities.** Contractor and its employees or agents shall have the right to use only those facilities identified in the Contract and shall have no right of access to any other facilities of University.

Article 4. Representations and Warranties.

- 4.1 Eligibility.** Contractor expressly represents, warrants, and agrees that neither Contractor, nor any of its principals, nor any employee or subcontractor of Contractor performing the Services, is as of the Effective Date debarred, declared ineligible, or voluntarily excluded by any Federal department or agency from participation in federally-funded contracts. Contractor further expressly represents, warrants, and agrees that neither Contractor nor any of its employees is, as of the Effective Date, debarred, declared ineligible or voluntarily excluded by any State of Alabama department or agency from participation in State-funded contracts. Contractor shall notify University promptly and in writing if it becomes debarred or suspended during the term of this Agreement or if it becomes subject to any investigation that could lead to debarment.
- 4.2 Interest of Contractor.** 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. Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.
- 4.3 Disclosure Statement.** By accepting payments agreed to in the Agreement, Contractor certifies that, to its actual knowledge, no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to University on the required Disclosure Statement of Relationship Between Contractors/University and Employees/Officials of the University of Alabama in Huntsville.
- 4.4 Prior Commitments.** 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. 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.
- 4.5 No Defects.** Contractor warrants to 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 purpose.

- 4.6 Licenses and Permits.** 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.

Article 5. Liability and Insurance.

- 5.1 Insurance.** Contractor shall carry comprehensive insurance in amounts and coverage lines as indicated in Appendix B to this Agreement. A certificate evidencing that all such policies are in force and naming The Board of Trustees of The University of Alabama, its affiliated foundations, and their respective trustees, directors, officers, employees, agents, and representatives, as additional insured thereon have been paid for in full and shall be delivered to University prior to any activity commencing under this Agreement.
- 5.2 Indemnification.** Contractor agrees to indemnify and hold harmless 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 Contractor's acts or omissions in performing under this Contract, its presence on 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 University in connection with the defense against any such claim of liability.
- 5.3 Encumbrances.** Contractor shall at all times keep 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 University's premises, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, University may, but shall not be obligated to, discharge the same. All costs and expenses (including attorney's fees) incurred by University in discharging the lien shall either be deducted from any payments due Contractor or be paid by Contractor directly to University.
- 5.4 Damage.** Contractor shall be responsible for the acts of its employees and agents while on University's premises and for all injury to persons and damage to property located on University's premises caused by its employees and agents. 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 University's premises or equipment. On Contractor's failure to do so, University may repair such damage and Contractor shall reimburse University promptly for the cost of repair.
- 5.5 Loss of Contractor's Property.** 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 Contractor or its employees or agents.
- 5.6 Notice of Damage.** Contractor agrees that, in the event of an accident of any kind on University's premises involving any of its employees or agents, Contractor will immediately notify the University's Vice President for Finance and Administration and thereafter furnish a full written report of such accident.

- 5.7 **Disputes.** Any alleged claim against 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.

Article 6. Payment of Taxes

- 6.1 **Contractor's Taxes.** Contractor shall pay when due all taxes or assessments applicable to it. Contractor shall comply with the provisions of all applicable statutes and regulations of taxing authorities to which it is subject.
- 6.2 **University's Taxes.** Notwithstanding any provision to the contrary in the Agreement, University shall only be responsible for applicable taxes for which it is not tax exempt. Upon request, University can provide a copy of its tax exemption certificate.

Article 7. Confidential Information.

- 7.1 **FERPA Compliance.** To the extent that personally identifiable information regarding any student records is shared with Contractor pursuant to the Agreement, the Parties agree to the attached "FERPA and Privacy Provisions," which is attached at Appendix A and fully incorporated herein by reference, in order to comply with the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g as amended (FERPA)). Contractor shall be considered a school official with a legitimate educational reason to have access to such protected information, in compliance with this University Agreement.
- 7.2 **Data Breach Notification.** To the extent Contractor maintains, stores, processes or is otherwise permitted to access either for itself or, on University's behalf, sensitive, personal information (as defined by the Alabama Data Breach Notification Act of 2018 or other applicable law), Contractor agrees to comply with all aspects of Alabama's breach notification law or other applicable breach notification law, including but not limited to implementing reasonable security measures (including appropriate disposal of records); conducting a prompt and good faith investigation of potential breaches of security; promptly and without unnecessary delay providing notice to University of the breach (including without limitation notifying University of the nature of the information disclosed in the breach, the types and numbers of individuals affiliated with University (e.g., students, employees, etc.) affected by the breach, and when the breach occurred); and timely and sufficiently complying with all breach notification requirements, including providing breach notification on University's behalf. Contractor understands that its failure to comply with this state law constitutes a material breach of its agreement with University as well as a violation of the laws set forth in the Alabama Data Breach Notification Act of 2018 and other applicable breach notification law.
- 7.3 **Return or Destruction of Data.** Within thirty (30) calendar days of the completion of the term or of the termination of this Agreement, or upon earlier request of University, Contractor shall return all documents, data, and other information provided by University to Contractor or Contractor's employees or agents in connection with this Agreement. Contractor, upon the request of the University, shall destroy all copies of such University-provided data, documents, or information in Contractor's possession or control, and certify to University that it has completed such destruction.

Article 8. Restrictions on University's Name.

- 8.1 Use of Name.** Contractor acknowledges and agrees that University owns the rights to its own name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, trade dress, uniforms, city/state names in the appropriate context, slogans, logographics, mascots, seals, and other symbols associated with or referring to University that are adopted and used or approved for use by University (collectively the "Indicia"). Contractor shall not have any right to use any of the Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the prior express written consent of University or as set forth in the Agreement (e.g., to identify University within the Services).
- 8.2 Press Releases.** Except as expressly set forth in the Agreement, Contractor will not issue any press releases nor post information concerning this contract without the prior written approval of University. Approvals can only be made by the University's Office of Marketing and Communications.
- 8.3 Signs or Displays.** Contractor will not install any signs or other displays on University's premises unless in each instance the prior written approval of the University's Vice President for Finance and Administration has been obtained.

Article 9. Independent Contractor.

- 9.1 Independent Contractor.** The relationship of Contractor to 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. For the avoidance of doubt, nothing in this Agreement shall be deemed to constitute either party, or any employee, agent, or representative of the other party, an employee, agent, or representative of the other party.

Article 10. General Provisions.

- 10.1 Compliance with Law.** With respect to all activities carried out under this Contract and/or on University's premises, Contractor and Contractor's employees and agents shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.
- 10.2 Nondiscrimination.** Consistent with federal law, state law, and University policy, Contractor agrees that it shall not, with respect to any activity carried out on the premises of University or relating in any way to this Contract, discriminate unlawfully on the basis of race, color, national origin, religion, sex (including as defined under Title VII of the Civil Rights Act of 1964), pregnancy, age, disability, citizenship status, genetic information, or protected veteran status. This nondiscrimination requirement encompasses unlawful harassment, including sexual harassment and sexual violence, an extreme form of hostile environment sexual harassment.
- 10.3 Force Majeure.** 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 University official to whom notices are to be given under this Contract.

- 10.4 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.
- 10.5 Immigration Status.** Contractor expressly represents, warrants, and agrees that all of Contractor's employees and subcontractors working under this Agreement are working legally in the United States under a valid immigration status.
- 10.6 Ethics Certification.** Contractor hereby certifies that its entering into or performance of this Contract will not violate any provision of the Alabama Ethics Act.
- 10.7 Boycott Prohibition.** By entering into this Agreement, Contractor represents and agrees that it currently does not, and will not during the term of this Agreement, engage in economic boycotts as defined in Alabama Code §§ 41-16-160 et seq.
- 10.8 No Third-Party Beneficiary Rights.** No person or entity, other than University and Contractor and their successors and permitted assigns shall have any rights, remedies, claims, benefits, or powers under this Agreement, and this Agreement shall not be construed or interpreted to confer any rights, remedies, claims, benefits, or powers upon any third party. There are no third-party beneficiaries of this Agreement.
- 10.9 Assignment.** 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 University. Any attempted assignment, subcontract, or delegation under this Contract shall be void and of no effect.
- 10.10 Governing Law and Forum Selection.** University does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama. Any claim for damages against University must be made through the Alabama State Board of Adjustment. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to the Agreement, questions of immunity related to University, and any disputes between the Parties. Any provisions of the Agreement that may be considered a consent to suit or a waiver of immunity by University is hereby stricken and rendered null and void. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to be filed before the State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Northeastern Division (Huntsville), or the Circuit Court of Madison County, Alabama.
- 10.11 Entire Agreement.** The Parties agree that the Agreement and General Terms and Conditions constitute the entire agreement between the Parties and no party is responsible for terms or conditions not contained in the Agreement or General Terms and Conditions. Any changes, additions or deletions to the Agreement and General Terms and Conditions must be made in writing and signed by the Parties hereto. In the event Contractor enters into terms of use or other agreements or understandings, whether electronic or click-through, and whether verbal or written, with unauthorized University employees, such agreements shall be null, void, and without effect, and the terms of this Agreement shall apply.

10.12 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.

10.13 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 University, to the attention of the Senior Director of Procurement and Business Services, The University of Alabama in Huntsville, Huntsville, Alabama 35899; if to Contractor, to the address shown on the Professional Services Contract. 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.

10.14 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.

10.15 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.

10.16 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.

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

10.18 HIPAA Compliance. To the extent applicable, both parties agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including but not limited to the requirements of the Privacy Rule, Security Rule, and Breach Notification Rule, as well as any amendments or regulations promulgated under HIPAA. Each party shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of protected health information (PHI) that it creates, receives, maintains, or transmits. Additionally, both parties shall ensure that any subcontractors or agents to whom PHI is disclosed agree to the same restrictions and conditions that apply to the parties with respect to such information. In the event of a breach of unsecured PHI, each party shall promptly notify the other in accordance with HIPAA’s breach notification requirements.

10.19 Digital Accessibility. Throughout the term of this Agreement, Contractor shall ensure that all digital content, including without limitation websites, mobile applications, instructional technology or software, online forms, documents, and other electronic information, provided to or created for the University pursuant to this Agreement shall adhere to the accessibility standards

outlined in the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or any higher digital accessibility standards mandated by Title II of the Americans with Disabilities Act (ADA) and its implementing regulations. Contractor shall provide the University with an Accessibility Conformance Report (ACR) for all digital content delivered under this Agreement. Contractor shall permit the University to conduct testing at periodic intervals to assess Contractor's compliance with this provision, provided that the parties shall cooperate in good faith to arrange such testing and that the testing not impose an undue burden on Contractor's operations. Contractor shall correct any failures to comply with the digital accessibility standards required by this provision as soon as reasonably possible. Contractor shall indemnify, defend, and hold harmless the University against all damages, costs, fees, fines, liabilities, loss, and expenses, including reasonable attorney's fees, incurred by the University in connection with any third-party demand, claim, or legal or administrative agency action or proceeding arising from or related to an allegation that the digital content provided by or created by Contractor failed to meet the digital accessibility standards outlined in this provision.

Article 11. Intellectual Property.

- 11.1 Intellectual Property.** All Intellectual Property ("IP") developed, created, conceived, or reduced to practice by the Contractor in connection with this Agreement shall be the University's property. The Contractor agrees that it has no claim of ownership or rights in such IP and shall take all necessary steps to assign and transfer all rights in such IP to the University. Intellectual Property includes, but is not limited to, patents, copyrights, trademarks, trade secrets, inventions (whether patentable or not), know-how, software, databases, technical data, reports, designs, drawings, specifications, processes, methodologies, improvements, and any other intellectual creations developed under this Agreement. Any copyrightable work shall be deemed a "Work for Hire" under 17 U.S.C. § 101, and if not qualifying as such, the Contractor hereby assigns all rights, title, and interest in such work to the University, executing all necessary documents to perfect the University's ownership.
- 11.2 Cooperation, Confidentiality, and Survival of Obligations.** The Contractor agrees to fully cooperate with the University in securing and perfecting its ownership rights in the Intellectual Property, including executing assignments, declarations, and applications for protection at no additional cost to the University. The Contractor shall maintain the confidentiality of all Intellectual Property developed under this Agreement and shall not use, disclose, publish, or exploit it without the University's express written permission. Any breach of this confidentiality obligation shall be deemed a material breach of this Agreement. The obligations and provisions outlined in this Agreement shall survive its expiration or termination and remain in full force and effect thereafter.

APPENDIX A

FERPA and PRIVACY PROVISIONS

Contractor, its subsidiaries, affiliates, assignees, as well as its employees, agents, and representatives of those entities (collectively “**Contractor**”) agrees to abide by relevant privacy laws, including but not limited to the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (FERPA), 34 CFR § 99.31, § 99.33 (a)(2), *et seq.* and agree to comply with the terms set forth below. 34 CFR § 99.33(a)(2) states that the officers, employees, and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made. 34 CFR § 99.31 sets forth certain standards for deidentification of such information that exempts it from FERPA coverage.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by the University, excluding where such data is confirmed, submitted, or provided directly by a student with such student’s informed, written consent (i.e., as a part of a “**Claimed Account**”).

Acknowledgment of Access to CDI: Contractor acknowledges that the Agreements potentially allow Contractor access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing (including without limitation by electronic signature or consent) by the University or by the student. Contractor agrees that it will protect the CDI it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made and/or as directed by the student.

Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreements, Contractor shall return all CDI to the University or, if return is not feasible, destroy any and all CDI with the exception of any CDI in the Claimed Accounts. If Contractor destroys the information, Contractor shall provide the University with a certificate confirming the date of destruction of the data upon request.

Remedies: If Contractor has materially breached any of its obligations under the Agreements relating to these FERPA requirements, the University, in its sole discretion, shall have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a fifteen (15) day period to cure the breach; or terminate the Agreements immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Contractor improperly disclosed personally identifiable information obtained from the University’s education records or CDI, the University may not allow Contractor access to its education records or CDI for at least five years.

Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by Contractor.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Contractor shall, within one day of discovery, report to the University any disclosure of CDI not authorized by the Agreements, by a student with respect to his or her own data, or in writing by the University. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

APPENDIX B

INSURANCE REQUIREMENTS

Purpose

The University of Alabama in Huntsville (“University”) is exposed to a financial risk from negligent/wrongful acts when using contractors, service providers, consultants and vendors (hereinafter known as “vendors”) to provide goods or services. An exposure also exists when outside organizations and individuals use or conduct operations at facilities owned by or under the control of the University. To reduce this financial exposure, the University requires vendors doing business with the University, as well as outside organizations and individuals using University facilities, to maintain insurance as necessary to reasonably protect the financial interests of the University.

Policy

All vendors and contractors conducting business with the University or outside parties using or conducting operations at the facilities owned or operated by the University must provide evidence of comprehensive general liability, workers’ compensation insurance, and other coverages listed below. The insurance coverages must meet minimum limits and standards as outlined below and the insurance company must have a financial strength rating that confirms the ability to respond to a significant claim.

Contractor General Insurance Requirements

Commercial General Liability (“CGL”)

Each Occurrence - Premises/Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products-Completed Operations Limit	\$1,000,000
General Aggregate	\$2,000,000
<i>The CGL must be provided on either ISO form #CG 00 01 (current edition) or an industry equivalent.</i>	

Other Insurance

Workers’ Compensation Statutory – Alabama (or state of residence)
(Required if the Contractor will have employees working on the UAH campus or at other locations while providing direct services for or on behalf of UAH.)

Professional Liability – non health care	\$1,000,000
Professional Liability – provision of health care services	\$1,000,000 / occurrence
	\$3,000,000

(Professional Liability coverage required when the agreement involves the provision of professional services in any capacity)

Electronic Data Processing Errors & Omissions/Data Breach Liability (aka Cyber Liability)
\$5,000,000
(Cyber liability required when the Contractor has access to UAH data, data systems, network, network infrastructure, and other instances where UAH data and/or data systems may be involved.)

Comprehensive Crime Ins. - Equal to no less than 30 days of University assets held by the Contractor

Automobile Liability (all autos – owned, hired, non-owned) \$1,000,000
(Required if the Contractor will operate motor vehicles on the UAH campus or for or on behalf of UAH at other locations.)

Fire Damage Liability \$100,000
(Fire Damage required for leases involving UAH property or construction projects)

Certificates of Insurance

In order to protect the University's interests and other parties as necessary, the University must receive a Certificate(s) of Insurance evidencing each required coverage prior to the delivery of goods, commencement of any work and/or scheduled event. Certificates should be provided on a standard ACORD-25 form and must be signed by an authorized insurer(s) representative(s). The certificate(s) of insurance must include the following elements:

Named Insured (*must match the name/address of the entity in the contract/purchase order*)

Insurance Carrier(s)

Policy Effective/Expiration Dates

Policy Number(s)

Policy Limits

Cancellation Notice Provision (Min. 10 days for non-payment - 30 days otherwise)

Additional Insured Status: The following language must be included on all Certificates of Insurance:

The Board of Trustees of the University of Alabama, for and on behalf of The University of Alabama in Huntsville, and their respective trustees, officers, directors, employees, agents, and representatives are included as an additional insured. Unless precluded by law, all policies waive the right to recovery or subrogation against the Board of Trustees of the University of Alabama, The University of Alabama in Huntsville, and their respective trustees, officers, directors, employees, agents, and representatives.

Certificate Holder: The University of Alabama in Huntsville, 301 Sparkman Drive, Attn: *Office of Risk Management and Compliance*, Huntsville, AL 35899.

Email Certificate of Insurance to riskmanagement@uah.edu.

Insurance Carriers

The policies must be issued by an insurance company licensed to do business in the State of Alabama carrying an *A.M. Best's* rating of A- VII or *Standards & Poor's* rating of *BBB+* or better, and the certificate must be signed by an authorized agent.