

**THE UNIVERSITY OF ALABAMA IN HUNTSVILLE**  
**PROFESSIONAL SERVICES CONTRACT**

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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 aaaaaaaaaaaaaaaaaaaaaaa \*öEffective Dateö+ and shall remain in effect until \_\_\_\_\_ (collectively, vj g" öVgto ö+ 'br until all obligations set forth in this Agreement have been satisfactorily fulfilled or the Agreement has been terminated as highest standards

performance for the type of work involved. of



**SCHEDULE B**

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1. CompensationØ"Wpkxgtukv{."cu"eqpukf gtcvkqp"ht "Eqvtcevtø"ucvkucvt{"r gthqto cpeg"qh" Eqvtcevtø"Rgthqto cpeg"Qdri cvkqpu"cu"ugv"htvj "kp"Uej gf wrg"C."kpenwukxg"qh"cp{"cf f kvkpcn'uej gf wrgu"

## 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 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 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 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.** Contractor'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.** Contractor's 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.** Wpkgtuk\ 'uj cmr c{ 'Eqvtcevtø\kpxqlegu'd{ 'vj g'fc{ 'vj cv'ku'vj kv\ '\*52+ecrgpfct'fc{u" chgt"Wpkgtuk\ 'tgegkxu'Eqvtcevtø\kpxqleg.'wrguu'c'f khtgpv'cttapi go gpv'gd 0'o qpj n'."wr qp" 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 h

**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 result of the existence of this Contract or any matter related hereto. This includes reasonable attorneys' fees and 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 (i)-4(ab)13(i)-4 EMC /Span #MCID 5/Lang (en-US)BDC q0.0000p35 Tm2 reW

**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 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** 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 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 defined by the Alabama Data Breach Notification Act of 2018 or other applicable law), 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 Eqpvtcevqt "wof gtucpf u'vj cv'ku'hc'kwtg"q" 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 k'Eqpvtcevqt u'r quugukqp"qt"eqpvtqn"cpf "egtwh" "q" Wpkxgtsity that it has completed such destruction.

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**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

**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) Vj g'y qtf u'öuj cmö'öy kmö'cpf "öci tggü.ö'cu'wugf "j g'gk'ctg'o cpf cvqt {"=vj g'y qtf "öo c{"ö'ku 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







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