

The University of Alabama at Birmingham

EVENT CO-SPONSORSHIP AGREEMENT

This Fee-for-Service Agreement dated the _____ day of _____, _____ by and between The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham (“University”) on behalf of _____ (school/division/department) (“Department”) and _____ (“Contractor”), and is subject to the terms and conditions set form herein below.

ARTICLE I: STATEMENT OF WORK. Department and Contractor desire to hold a co-sponsored event on campus. The name and description of the event is: _____

The proposed campus location for the event is: _____
_____. The proposed date and time of the event are: _____

Department’s Specific Responsibilities:

[Provide a detailed description of what the Department will do in support of the proposed event either in the contract or as an Exhibit.]

Contractor’s Specific Responsibilities:

[Provide a detailed description of what the Contractor will do in support of the proposed event either in the contract or as an Exhibit.]

ARTICLE III: FINANCIAL ARRANGEMENTS FOR THE EVENT:

[Fully describe what each party pays, either to each other as fees/reimbursements or to University for use of facilities, equipment and personnel.

Note in planning the event that any expenses incurred by the University for additional, non-standard support of an event (additional cleaning/trash collection, maintenance services, security services, etc. must be borne by one or more of the parties to this agreement.]

ARTICLE IV: PAYMENT SCHEDULE.

[Fully describe timing of all payments to/from each party.]

ARTICLE V: EVENT SCHEDULING PRIORITIES POLICY OF THE UNIVERSITY. University facilities must be used in a safe, orderly manner consistent with UAB’s mission and applicable laws, regulations, and UAB policies.

UAB facilities are intended for the use of its students, faculty, staff, and invited guests participating in approved programs or activities, sponsored by or under the direction of the University or one of its units. Use of UAB facilities by external organizations is restricted to those activities in which the public interest is readily and safely accommodated and that do not conflict with UAB mission activities and priorities.

The University reserves the right, without penalty under this contract, to override scheduling in any UAB facility for response, protection, or management of criminal investigations; critical

incidents; unplanned events that may have an impact on UAB operations; or scheduled events (including athletic events) that involve dedicated emergency resources. If such event occurs, and if the Department and Contractor desire, the University and Department will work in all good faith to reschedule the event made the basis of this agreement at a mutually agreeable date, time and place.

ARTICLE XII: INSURANCE. Unless granted a specific exception by the University (which requires the approval of the UAB Office of the Senior Vice President for Finance and Administration), the Contractor shall provide to the University a certificate of liability insurance from a carrier licensed in the State of Alabama, for the following:

(1) proof of property insurance to cover any property the External Event Sponsor brings onto University premises; (2) liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate naming the University and all indemnified parties noted below as additional insureds; and (3) workers' compensation insurance for all of Contractor's employees who will be performing services for Contractor while on University premises.

This insurance shall be primary coverage and, unless precluded by law, the insurer shall waive subrogation rights of any injured or damaged person or entity. The insurance must name The Board of Trustees of the University of Alabama, its individual trustees, directors, representatives, agents, officers, and employees, as additional insureds.

The sale or provision of alcoholic beverages by Contractor is strictly prohibited. However, alcohol sales may be provided by the UAB event venue and/or a duly-licensed caterer identified by the University to conduct such business in a University facility. If alcoholic beverages are to be sold, the External Event Sponsor's liability insurance must include liquor liability. If alcohol is being provided at no charge, host liquor liability must be included. Regardless, additional amounts of insurance coverage may be required for the event at the discretion of the University.

ARTICLE V: TERMINATION. The parties under this Agreement may terminate this Agreement by giving five (5) days notice to the other party. However, any facility-related expenses incurred by the University to prepare the facility for the event in question will still be due and payable by the Department and/or Contractor with thirty (30) days of submission of an invoice outlining the services rendered.

ARTICLE VI: PUBLICATIONS. No publications are expected to result from the performance of the Work.

[If joint publications are anticipated, a full description of the arrangement, including financial considerations, must be inserted here or as an Exhibit. Alternatively, an additional agreement regarding intellectual property may be required. Please review with the appropriate executive (Provost, Dean, VP)].

ARTICLE VII: CONTRACTOR PROPRIETARY INFORMATION. The free dissemination of information is an essential and long-standing policy of the University. However, under exceptional circumstances, the University recognizes that it may properly hold in confidence information supplied by a Contractor, which the University considers essential for the conduct of the Work. Accordingly, the University's acceptance and use of any proprietary information, which may be supplied by the Contractor in the course of the Work, shall be subject to the following:

- (a) The information must be marked or designated in writing as proprietary to the Contractor.
- (b) The University retains the right to refuse to accept any such information.

(c) Where the University does accept such information as proprietary, it agrees to exercise all reasonable efforts not to reveal the information to others without the permission of the Contractor, unless the information has already been or is subsequently disclosed publicly by third parties, was previously known or subsequently discovered independently by the University, without the benefit of the proprietary information, or is required to be disclosed by order of a court of law or other governmental authority. It is agreed that such reasonable efforts by the University or other governmental authority will be in lieu of all other obligations or liabilities of the University relative to proprietary information.

ARTICLE VIII: USE OF NAMES. Neither party will use the name of the other or the name of any of the other's employees in any form of publicity without the written permission of the other. In the case of the University, permission of the University Media Relations Office is required.

ARTICLE IX: PROTECTION OF MINORS. Any and all minors age 17 and younger involved in the project shall, at all times, be accompanied by an appropriate number of supervising and responsible adults. Both parties agree to abide by UAB's policies concerning the Protection of Children on UAB Premises and in UAB-Sponsored Activities and other policies concerning the presence and participation of minors on campus.

ARTICLE X: INDEPENDENT CONTRACTOR. The relationship of the University to the Contractor shall be that of independent contractor. Neither party is authorized to act as the agent of the other, nor shall either party be bound by the acts of the other.

ARTICLE XI: NOTICES. Any notices required or permitted by this Agreement shall be in writing and shall be delivered by hand, by facsimile, or by United States mail, postage prepaid to:

If to the University:

UAB – UNIVERSITY CONTRACTS
1720 2nd AVE S, 801 Building
BIRMINGHAM, AL 35294

If to Contractor:

ARTICLE XII: REPRESENTATIONS AND WARRANTIES BY CONTRACTOR. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

ARTICLE XIII: NO BENEFIT CERTIFICATION. By accepting this agreement, Contractor certifies that no University employee or official, and no family members of a University

employee or official, will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.

ARTICLE XIV: GOVERNING LAW. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Alabama.

ARTICLE XV: RESOLUTION OF DISPUTES. The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Birmingham, Alabama, UAB, as a division of The Board of Trustees of the University of Alabama, is a state agency and cannot waive immunity conferred on it by *Ala. Const. Art. I § 14*. The exclusive forum in which a claim can be asserted against UAB is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74)

ARTICLE XVI: LIABILITY. University and Contractor shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors. University is not authorized to and does not indemnify, hold harmless, and cannot defend Contractor or any third party for any liability that may result from activities under this Agreement. The external entity must provide (1) proof of property insurance to cover any property the entity brings onto UAB premises; and (2) liability insurance with limits of not less than \$2,000,000 naming UAB as an additional insured.

ARTICLE XVII: LOSS OF FUNDING. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Alabama State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

ARTICLE XVIII: LIMITATIONS. The parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to enter into certain terms and conditions of the agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on University except to the extent authorized by the laws and constitution of the State of Alabama.

ARTICLE XIX: ENTIRE AGREEMENT MODIFICATIONS. This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA FOR
THE UNIVERSITY OF ALABAMA AT BIRMINGHAM**

By: _____
Its: _____

CONTRACTOR: _____

By: _____
Title: _____

UAB Department Representative

By: _____
Title: _____