

**Auburn University at Montgomery
Agreement Addendum**

1. INSURANCE: Vendor must provide proof of insurance through the issuance of a certificate of insurance and showing coverage and limits as specified below. Vendor must also provide an endorsement or confirmation in writing that the university has been added as an additional insured by endorsement. Certificates and endorsements must be filed with the university department who initiated the contract as well as Insurance in Procurement and Payment Services (send to AUMContracts@aum.edu) before the Vendor is permitted to begin work. Vendor shall maintain limits and coverages as follows:

General Liability These insurance requirements shall not be construed as limiting in any way the extent to which Vendor may be held responsible for the payment of damages to any persons resulting from its operations or the activities of any person or persons for whom it is liable.

Limits: Throughout the term of this Agreement, Vendor will maintain in force Comprehensive General Liability including Product Liability insurance, with minimum limits of \$1,000,000, \$2,000,000 aggregate. All insurers must be licensed to do business in the State of Alabama, and possess a minimum A.M. Best Rating of A-, size VII. If the Vendor carries higher limits (including Excess Liability Coverage), such limits must be shown on the certificate.

Additional Insured Status: Vendor is required to add the Institution to its General Liability insurance policies by endorsement with the following wording "Auburn University at Montgomery, its Board of Trustees, Administrators, Faculty, Staff and Agents, are hereby added to this policy as additional insured".

Primary Coverage: Auburn University at Montgomery requires that all policies of insurance for general liability related to this project/activity/agreement be on a primary basis, as respects any other insurance coverages and/or self-insurance carried by the university. Any insurance and/or self-insurance maintained by Auburn University at Montgomery shall be excess and non-contributory. The primary coverage must be noted on the certificate of insurance or the endorsement.

Other Conditions: The Insurance Must: (1) Be underwritten by a carrier rated at least "A-" in A.M Best Key Rating Guide. (2) Each policy shall provide that coverage shall not be suspended, voided or canceled, except with 30 days prior written notice to the University, except when cancellation is for non-payment of premium; then ten 10 days prior written notice may be given. Any insurers who refuse to provide the required notice, the Vendor or its insurance broker shall agree to notify the University of any cancellation, suspension or non-renewal within 7 days of receipt of insurer's notification to that effect.

Professional Liability for Technology including E&O and Cyber Risk

2. INDEMNIFICATION: To the fullest extent permitted by Law, the Vendor will defend, indemnify and hold harmless Auburn University at Montgomery, including its Board of Trustees, Administrators, Faculty, Staff and Agents against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services, or any act, omission, claim or loss of any of its employees, agents, volunteers, participants, guests or any other party they are responsible for, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

3. CONFIDENTIALITY: The Auburn University's obligation to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the Alabama Open Records Act § 36-12-40.

4. NON-DISCRIMINATION: Vendor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Family Education Rights and Privacy Act of 1974, and Vendor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Vendor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Vendor, or failure to comply with these obligations when applicable shall be grounds for termination of this agreement.

Auburn University at Montgomery

Vendor name

_____ Date _____

_____ Date _____