

PSA #

AUBURN UNIVERSITY AT MONTGOMERY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "PSA") is made between Auburn University at Montgomery and the below-named Contractor.

Contractor

Supplier Number

PSA Start & End Date

1. The University FOAP(s) that will fund the activity:

Professional Services to be provided to Auburn University at Montgomery, including work scope and deliverables:

3. Professional Services shall be provided at the following location(s):

4. The Contractor shall be compensated according to the following rate and frequency schedule. Specify assigned consultant(s), hourly rate(s), estimated total hours and/or per project amount(s):

5. Will the contractor be reimbursed for travel expenses? If yes, reimbursement must comply with Auburn University Spending Policy and include a signed, itemized expense statement (transportation, lodging, meals, and miscellaneous expenses) with supporting documentation; paid credit card receipts alone are not sufficient.

Yes

☐

No

☐

Contractor Acceptance:

Signed: _____

Name: _____

Title: _____

Date: _____

University Acceptance: The University shall have accepted and executed this PSA, including any Contractor-produced documents that are attached to the Purchase Order, upon the issuance of a Purchase Order. University signature is not required on the Purchase Order.

Department Head

Date

Dean Or Director

Date

Human Resources

Date

Financial Services (over \$100,000 - CFO)

Date

Other Signature (If Applicable)

Date

Additional Terms

Vendor Registration

All non-employees persons and/or vendors providing professional services to AU/ACES/AUM as independent contractors MUST register via the Supplier Portal: aub.ie/supplier

As an instrumentality of the State of Alabama, the University is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions shall apply to this PSA and shall supersede and control any conflicting terms found within the Contractor-provided documents.

Governing Law and Dispute Resolution. The Agreement shall be governed by the laws of the State of Alabama, without regard to conflicts of law principles. University does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States. Claims against University shall be submitted to the Alabama State Board of Adjustment, or the State or Federal courts of Alabama where permitted by Alabama law. University shall not be subject to arbitration or other binding alternative dispute resolution.

Indemnification. University shall not indemnify, defend, or hold harmless the Contractor, its employees, agents, subcontractors, third-party beneficiaries, or any other party to the Agreement. Contractor shall indemnify, defend, and hold harmless University for damages caused by Contractor's negligence.

Amendments. Amendments to the Agreement shall only be effective when signed by all parties.

Lien Rights. Property in which University has an ownership interest shall not be subject to lien, forfeiture, or levy rights. Contractor shall not be granted rights to self-help or entry on University property.

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Payment Terms. Orders are not subject to prepayment, deposits, or credit card fees and payments are due net thirty (30) days' receipt of invoice. University shall not be subject to late payment, interest, or penalties, except where required by the Alabama Prompt Payment Act. University shall only be responsible for taxes where required by law.

Confidential Information. University's requirement to keep information confidential applies only to the extent permitted by Alabama law. Limitations of liability for the unauthorized disclosure of confidential information, including credit card information, personally identifiable information, educational records, or health records shall not apply.

Use of Marks. University grants no right for use of its trademarks through the Agreement.

Insurance. University, in its sole and absolute discretion, retains the right to purchase and maintain insurance or self-insurance of the kinds and limits it deems necessary. University shall not extend additional insured or loss payee status, or grant waivers of subrogation. Any insurance obligation imposed by the Contractor on the University is removed in its entirety. Contractor shall comply with University insurance requirements as found here: <https://ba.auburn.edu/rms/risk-management-insurance/insurance-coverage-and-certificates/>

On-Campus Policies. Contractor represents and warrants that, while on University owned or controlled property, it shall at all times comply with University's Drug Free Campus and Workplace Policy, Youth Protection Policy, and all other applicable policies related to health, safety, or security. [Click here to view policies.](#)