

## **UAB Child Protection Addendum to Agreement**

The Contractor, as identified in the Agreement, and The Board of Trustees of the University of Alabama, who are parties to the Agreement identified in the attached Agreement, agree that this Child Protection Addendum is part of the Agreement and both will abide by its terms.

The Board of Trustees of The University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, for and on behalf of its member campus, The University of Alabama at Birmingham (collectively “the University”) is committed to maintaining a supportive and safe educational environment, one which seeks to enhance the well-being of all members of its community. This commitment reflects the institution’s adherence to its mission, to its various policies supporting its mission, and to relevant state and federal laws. Within that commitment, the University places importance on creating a secure environment for children.

### **CHILD PROTECTION POLICY AND LAW**

Contractor, its subsidiaries, affiliates, assignees, subcontractors, Contractor’s Associates, agents, representatives, volunteers, and employees of those entities agree to strictly comply with the University’s Child Protection Policy (attached) and Alabama law (ALA. CODE § 26-14-1 *et seq.*) relating to the prevention and reporting of child abuse and neglect. The terms of the University’s Child Protection Policy are incorporated herein by reference.

**Contractor’s signature upon the Child Protection Certification will serve as confirmation that each of the Contractor’s Associates, employees, representatives, agents, and volunteers involved in or associated with the Camp, Program, Service or other activity involving children (“Event”) governed by the Agreement receives a copy of the University’s Child Protection Policy and has completed the University’s required training on child protection prior to the start of that individual’s involvement with the “Event” that is the subject of the Agreement.<sup>1</sup>**

Contractor acknowledges and agrees that the University retains the right, in the University’s sole discretion, to immediately eject and bar from University property any individual associated with the Program at any time for just cause Contractor also understands and agrees that the University’s Child Protection Policy may be changed, withdrawn, added to or interpreted at any time at the University’s sole discretion and without prior notice to Contractor.

### **INDEMNIFICATION**

Contractor shall indemnify, hold and save harmless the University, its affiliates, and subsidiaries and their past, present, and future trustees, officers, agents, and employees from all losses, claims, liabilities, suits, actions, settlements, judgments, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, and all liability of any nature or kind arising out of or relating to the Contractor’s failure to meet any obligations under this Addendum.

The University does not assume any responsibility, obligation, or liability for any damages, losses, settlement payments, legal fees, or expenses relating to any claims or allegations arising from any actions or inactions of the Contractor relating to any obligations under this Addendum. Contractor assumes full

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<sup>1</sup> Any University of Alabama at Birmingham employee who is involved with the “Event” in a volunteer or paid position that is unrelated to and/or outside the scope of his or her employment with the University can provide the completed Certification and Acknowledgment associated with the Child Protection training received as a University employee, but such training must have been completed within the last twelve (12) months. Nothing herein alters Contractor’s responsibility for that University employee during the time said employee is performing functions on behalf of the Contractor or “Event.”

responsibility for any and all damages, losses, legal fees, expenses, and settlement payments relating to any and all claims or allegations arising from Contractor's failure to meet any obligation under this Addendum.

Contractor's indemnification obligations and responsibility for any and all damages, losses, settlement payments, legal fees, or expenses as provided for under this provision exist even if coverage for these items and/or the conduct from which they arise is excluded under any of the Contractor's policies of insurance or reinsurance or if coverage under these policies has been exhausted. This provision shall survive the termination or expiration of the Agreement.

**IMMUNITY**

No term or condition in this Addendum shall be deemed or construed as a waiver of the sovereign immunity of the University under Article I, section 14 of the Alabama Constitution, the Eleventh Amendment to the United States Constitution or any other applicable provision of law or equity and the University hereby expressly reserves the right to assert such immunity as a defense to any action or proceeding brought that relates to the Agreement or this Addendum.

**COUNTERPARTS & SIGNATURE AUTHORITY**

This Addendum may be executed in multiple counterparts and facsimile (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument. The representative of the University, in executing the Agreements, represents that he/she signs as a properly authorized representative of University and does not assume any personal liability for compliance with the terms and conditions of the Agreements. The Contractor's representative who executes this Addendum represents and warrants that he/she is the duly appointed agent and representative of the Contractor, with full authority to execute this Addendum and legally bind Contractor, without any further requirements or approvals.

**Contractor as identified above:**

**The Board of Trustees of the  
University of Alabama for the  
University of Alabama at  
Birmingham**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_