

**AUBURN UNIVERSITY
STATE GOVERNMENT CONTRACT ADDENDUM**

As an instrumentality of the State of Alabama, Auburn University (the "University") is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions (the "Government Addendum") are incorporated into and form a part of the agreement to which they are attached (the "Agreement"). If there is a conflict between the terms and conditions of the Government Addendum and the Agreement, this Government Addendum shall control.

Supplier means _____

Governing Law and Dispute Resolution. As it applies to University, the Agreement shall be governed by the laws of the State of Alabama, without regard to conflicts of law principles. 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 Supplier, its employees, agents, subcontractors, third-party beneficiaries, or any other party to the Agreement.

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

Term. The term of the Agreement, together with any renewals, shall not exceed a total of five (5) years. For any Agreement that is awarded subject to a sole source justification, the term of such Agreement shall be one (1) year, with any additional duration subject to annual sole source justification approval by AU; if a sole source justification is not approved, the renewal shall be considered null and void and the Agreement shall terminate without penalty to University.

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

Payment Terms. Orders are not subject to prepayment, deposits, or credit card fees and payments are due net thirty (30) days' receipt of invoice after delivery or performance. 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 Supplier on the University is removed in its entirety.

On-Campus Policies. Supplier 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 located at

<https://sites.auburn.edu/admin/universitypolicies/Pages/Home.aspx>

Supplier Acceptance:

Signed:_____

Name:_____

Title:_____

Date:_____