

**UNIVERSITY OF ALABAMA
CHILD PROTECTION ADDENDUM TO CONTRACT**

Contract Date	
Contract Number (if applicable)	
Contracting Vendor	
Event/Program/Camp/Service That Is The Subject of Contract	

_____ (“Vendor”) and The Board of Trustees of the University of Alabama, who are parties to the contract identified above (“the Contract”), agree that this Child Protection Addendum is part of the Contract 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 (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.

UNIVERSITY POLICY AND LAW

Vendor, its subsidiaries, affiliates, assignees, subcontractors, and the agents, representatives, volunteers, and employees of those entities (collectively “the Program”) agree to strictly comply with the University’s Child Abuse Reporting Policy and Procedures (hereafter the Child Abuse Reporting Policy) 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 Abuse Reporting Policy are incorporated herein by reference and attached as Appendix 1.

Vendor agrees to confirm that each of the Program’s employees, representatives, agents, and volunteers involved in or associated with the event or service governed by the Contract receives a copy of the University’s Child Abuse Reporting Policy and all relevant supporting documents. Vendor agrees to confirm that each of the Program’s employees, representatives, agents, and volunteers involved in or associated with the event or service governed by the Contract has completed any required training, any required background verification, and submitted any required or requested documentation, including any liability or indemnification waivers deemed necessary by the University, prior to the start of that individual’s involvement in the event or service that is subject of the Contract.

Vendor 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. Vendor also understand and agrees that the University’s Child Abuse Reporting Policy may be changed, withdrawn, added to or interpreted at any time at the University’s sole discretion and without prior notice to Vendor.

INDEMNIFICATION

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

The Vendor agrees to maintain all required insurance coverage and limits according to the requirements for programs or activities involving minors, as provided by the University. Vendor'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 Vendor'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 Contract.

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 Contract 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 Vendor representative who executes this Addendum represents and warrants that he/she is the duly appointed agent and representative of the Vendor, with full authority to execute this Addendum, without any further requirements or approvals.

DISTRIBUTION

An executed copy of this Addendum shall be attached to the Contract. A copy of the executed Contract and Addendum shall be forwarded to the Office of Compliance, Ethics, and Regulatory Affairs, 401 Queen City Avenue, Box 870107, Tuscaloosa, AL 35401.

VENDOR

**THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ALABAMA**

Signature

Name:_____

Title:_____

Date:_____

Signature

Name:_____

Title:_____

Date:_____

Appendix 1: Child Abuse and Reporting Policy
Content begins on the next page

Child Abuse Reporting Policy and Procedures (Previously Child Protection Policy)

Unit: [Office of Compliance, Ethics, and Regulatory Affairs](#)

Contact: Dr. Marcy Huey

Effective Date: 4/12/2012

Title: Executive Director for Institutional Compliance

Revision Date: 10/26/2018

Purpose

The University of Alabama (“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. To that end, the University has adopted the following policy and procedures for reporting known or suspected child abuse.

In order to ensure the safety and well-being of children, all individuals, including University faculty, staff, students, volunteers, and representatives as well as third-party vendors and their employees, representatives, or volunteers that contract for use of University facilities or partner with the University on programs or activities involving interactions with children (collectively “Covered Personnel”), must carefully review and abide by the following policy regarding reporting known or suspected child abuse.

Policy

This Policy applies to child abuse or neglect that allegedly occurs

- on the University’s campus,
- on property owned or leased by the University,
- while Covered Personnel are participating in a University connected activity off campus, or
- that Covered Personnel discover as a result of their affiliation with the University.

For the purposes of this Policy, a “child” is any person under 18 years of age.

With very limited exception, Alabama law (ALA. CODE § 26-14-1 *et seq.*) makes the reporting of known or suspected child abuse or neglect, regardless of the circumstances in which it may occur, **mandatory** for University employees, hospitals, clinics, medical professionals, teachers, school officials, law enforcement officials, social workers, daycare workers, mental health professionals, members of the clergy, and any other person called upon to render aid or medical assistance to a child. It is the University’s position that, in addition to the mandated statutory reporting requirements for certain individuals and entities, **all Covered Personnel** who have a reasonable cause to suspect that a child is being abused or neglected must immediately make a report, regardless of the setting or circumstances of the potential abuse or neglect. Neither Alabama law nor any University policy allows you to delegate the duty to report child abuse or neglect.

This Policy should not be viewed as limiting any legal, ethical, and/or professional reporting obligations any Covered Personnel may have separate and apart from this Policy. If Covered Personnel are subject to additional reporting obligations, the Covered Personnel should comply with those obligations as well as this Policy.

Forms of Child Abuse and Neglect

No form of child abuse, whether physical, emotional, or sexual, will be permitted or tolerated under any circumstances whatsoever. Child abuse is morally and legally wrong. It can come in many forms.

- *Harm or threatened harm* to a child's health or welfare can occur through non-accidental physical or mental injury, sexual abuse or attempted sexual abuse, or sexual exploitation or attempted sexual exploitation.
- *Sexual abuse* may be perpetrated by an adult or another child and includes the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or having a child assist any other person to engage in any sexually explicit conduct or any simulation of the conduct for the purpose of producing any visual depiction of the conduct; or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children as those acts are defined by Alabama law. Sexual abuse also includes any activity that is meant to arouse or gratify the sexual desires of the perpetrating adult or child. Sexual abuse may or may not involve touching.
- *Sexual exploitation* includes allowing, permitting, or encouraging a child to engage in prostitution and allowing, permitting, encouraging or engaging in the obscene or pornographic photographing, filming, or depicting of a child for commercial purposes.
- *Negligent treatment or maltreatment* of a child includes the failure to provide adequate food, medical treatment, supervision, clothing, or shelter.

Reporting Procedures

If you know or suspect that a child is a victim of child abuse or neglect, **you must act**. It is not required that you have proof that abuse or neglect has occurred. Any uncertainty in deciding to report suspected abuse or neglect should be resolved in favor of making a good faith report. In making a report, your actions should be as follows:

1. **Immediately** report the information to The University of Alabama Police Department (UAPD) at **205-348-5454**. Your oral report should include *all available information* regarding the known or suspected abuse or neglect, including, but not limited to: the name of the child, the child's whereabouts, the names and addresses of the parents, guardian, or caretaker for the child, and the character and extent of the injuries. The report should also contain, *if known*, any evidence of previous injuries to said child and any other pertinent information that might establish the cause of such injury or injuries, and the identity of the person or persons responsible for the same. However, you should not delay making a report to gather this information.
2. Do not directly question or solicit information from the child or from the person suspected of improper behavior. Likewise, do not delay making a report to gather evidence. That is not your role; the role of investigation lies with city, county, state or other appropriate officials.
3. In addition to making an oral report, you must also complete a [Child Abuse or Neglect Report Form](#) and deliver the same to UAPD. It shall be the responsibility of UAPD to notify the Office of Legal Counsel of the suspected child abuse and to coordinate the investigation with local law enforcement and state officials. Further, it shall be the responsibility of the UA Police Department to either report the incident to the State of Alabama Department of Human Resources or to ensure that the local law enforcement agency has made the report. The UA Police Department shall advise the reporter that such report has been made. Finally, the UA Police Department shall be responsible for maintaining all records and reports related to the incident and to brief university officials regarding progress or resolutions as needed.

Training

In order to ensure the safety and well-being of children, all individuals, including University faculty, staff, students, volunteers, and representatives will be directed to complete annual training on reporting requirements. All third-party vendors and their employees, representatives, or volunteers that partner with the University to provide programs or activities that involve interactions with children must also complete all training as required by the Youth Protection Program.

Prohibition on Retaliation and Immunity from Liability

Any person who makes a good faith report of child abuse or neglect shall not be subjected to retaliation. Further, any person or entity that makes a good faith report of child abuse or neglect is immune under Alabama law from any liability—civil or criminal—that might otherwise be incurred or imposed.

Failure to Report

Pursuant to ALA. CODE § 26-14-13, any mandatory reporter who fails to report child abuse “shall be guilty of a misdemeanor and shall be punished by a sentence of not more than six months' imprisonment or a fine of not more than \$500.00.” Covered Personnel who are subject to additional reporting obligations, may also be subject to additional punitive actions, including increased fines and/or imprisonment.

Any Covered Personnel who willfully fails to report a case of suspected child abuse is subject to disciplinary action, up to and including, dismissal.

Scope

This policy applies to all individuals with responsibilities that involve interaction with children, including University faculty, staff, students, volunteers, and representatives as well as third-party vendors and their employees, representatives, or volunteers that contract for use of University facilities or partner with the University to provide programs or activities that involve interactions with children.

Office of the Vice President of Finance and Operations

Signed:  10/26/2018
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Cheryl Mowdy
Assistant Vice President for Finance and Operations