University Resources Use Agreement

THIS UNIVERSITY RESOURCES USE AGREEMENT ("Agreement") made and entered into as of **[INSERT DATE]**, by and between the University of South Alabama (the "University") and **[INSERT FACULTY MEMBER NAME]** ("Faculty Member").

WITNESSETH:

WHEREAS, the University is a public body corporate of the State of Alabama;

WHEREAS, University employees, including faculty members, are subject to the Ethics Act, Alabama Code § 36-25-1, *et al.* (the "Ethics Act");

WHEREAS, the Ethics Act prohibits public employees from using University resources for private gain;

WHEREAS, the Alabama State Ethics Commission has opined that public employees may use University resources for private gain if they remit to the University the fair market value of the resources used; and

WHEREAS, Faculty Member desires to use University resources set forth hereinbelow for private gain, and the University desires to permit said use of University resources on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions and any sums to be paid, Faculty Member and University agree as follows:

1. Description of Use; Term of Use. University hereby grants Faculty Member the right to use the space and/or equipment specified on the attached **Exhibit A** (the "Resources") in accordance with the terms and conditions of this Agreement for a period of twelve (12) months, beginning **[INSERT DATE]** (the "Use Period"). This Agreement shall automatically renew for successive twelve-month periods unless either party provides written notice of non-renewal to the other at least thirty (30) days prior to the expiration of the Use Period.

2. Termination of Use. Upon the expiration of the Use Period (including any extensions thereof) or earlier termination as provided for herein, Faculty Member will cease his/her use the Resources and, if applicable, return the same to the University in as good of condition as the Resources were at the beginning of the Use Period, normal wear and tear excepted. Either party may immediately terminate this Agreement by providing written notice of termination to the other party.

3. Usage Fee. In consideration for use of the Resources during the Use Period, Faculty Member will pay to University a usage fee, as set forth on **Exhibit A**, which represents the fair market value set by the University for use of the Resources. Each installment payable to University by Faculty Member shall be paid in lawful money of the United States, to the following payee, or

as University may otherwise designate from time to time by written notice given to Faculty Member:

_____
ATTN: _____
_____
_____

4. Conflict of Interest and Conflict of Commitment. Except as expressly set forth herein, Faculty Member's use of the Resources shall be consistent with the University's Conflict of Interest and Conflict of Commitment Policy.

5. Sponsorship/Endorsement by University. Faculty Member acknowledges that the use of the Resources is not sponsored, hosted, or conducted in any way by the University, and the Faculty Member agrees to assume all responsibility and liability arising or resulting from all aspects of use of the Resources. Faculty Member may not use the logos or trademarks of the University in conjunction with the use of the Resources. Faculty Member agrees that he/she shall not make any representations that the use of the Resources is sponsored, hosted, or conducted, in whole or part, by the University.

6. No Agency. Neither party shall act as the agent, employee, or servant of the other party in relation to the specific use of Resources set forth on **Exhibit A**. Accordingly, while engaged in the use of Resources set forth on **Exhibit A**, Faculty Member shall not be considered the employee or agent of the University for any purpose, including for purposes of determination whether Faculty Member is entitled to compensation for an on-the-job injury occurring on the premises of the University.

7. Assignment. This Agreement is not assignable. This Agreement contains the entire understanding of both parties as to the subjects covered herein and shall not be altered, amended, or modified except by an agreement in writing executed by both parties.

8. Governing Law. The laws of Alabama shall govern the validity and interpretation of the provisions, terms, and conditions of the Agreement.

9. Waiver. Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

10. Force Majeure. In the event that Faculty Member or University shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war, or other reason beyond their control, the period for the performance of any such act shall be extended for a period not to exceed the period of such delay.

11. Indemnification. Faculty Member agrees to indemnify, defend, and hold harmless the University against any claims, damages, expenses of any nature (including reasonable attorneys' fees), obligations, or suits connected with the use of the Resources and/or arising out of or caused by acts of Faculty Member, its assigns, invitees, or customers, or any of them, including,

but not limited to, any and all claims for injury or death to persons from any source, including, but not limited to, COVID-19, except any claims, damages, obligations, or suits arising out of negligent acts by the University, its assigns, invitees, lessees, servants, students, employees, or agents, or any of them.

12. Disclaimer of Liability. The Resources are being provided to Faculty Member on an "as is" basis, and Faculty Member uses them at his/her own risk. University makes no warranties or representations or covenants regarding the Resources. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNIVERSITY BE LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY DAMAGES IN ANY FORM, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL, ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH FACULTY MEMBER'S USE OF THE RESOURCES, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Relationship of the Parties. It is understood by University and Faculty Member that this Agreement constitutes a Use Agreement and that the relationship of the parties hereto in respect of the Resources is that of licensor and licensee and not that of landlord and tenant.

14. Survival. Those terms that by their nature necessarily survive termination of this Agreement shall survive, including, but not limited to, those provisions dealing with indemnification.

15. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To University:	To Faculty Member:
_____	_____
_____	_____
_____	_____
_____	_____

[*signature page to follow*]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities on the day and the year last listed below.

UNIVERSITY OF SOUTH ALABAMA

_____
Trae Catrett
Contract Officer

Date: _____

[FACULTY MEMBER]

_____
[PRINT NAME]
[PRINT TITLE]

Date: _____

ACADEMIC AFFAIRS

_____
Name: _____
Title: _____

Date: _____

DEPARTMENT CHAIR

_____
[PRINT NAME]
[PRINT NAME]

Date: _____

Exhibit A

University Use of Resource Description

University Resource Requested (please select all applicable):

□ Space in a University Facility

Specify: _____

□ University Equipment

Specify: _____

□ Other University Resource

Specify: _____

Description of Use of University Resource(s):

_____

_____

_____

Usage Fee:

The University has set the fair market value of the above-described use of Resource(s) as $_____ per hour of use of the Resources.

Faculty Member is required to keep a usage log for the University Resources requested. At the end of each calendar month in which the Resource was used by the Faculty Member, the Faculty Member shall submit a copy of the log along with payment for use of the Resource(s) in accordance with this Agreement.