



**Purchasing Agreement
for
Goods and Services
Contract No. UC-20**

This contract (hereinafter "Contract") is made and entered into by and between:

University of Connecticut	and	TEST Company
Procurement Services		_____
3 Discovery Drive, Unit 6076		_____
Storrs, CT 06269-6076		_____

hereinafter "University"	hereinafter "Contractor"
_____ / (____) ____-_____	_____ / (____) ____-_____
University Contract Administrator/Phone	Contractor Contact/Phone

This Contract is comprised of the following documents, listed in the following order of precedence: (1) this **Contract's terms and conditions** and (2) the **Incorporated Documents**, as identified below.

Section 1

Term

1.1 **Term**. This Contract between the University and the Contractor will govern the provision of the Goods and Services (defined below) to be provided hereunder from:

Effective Date: _____ to End Date: _____ ("Term")

1.2 **Extensions**. The University shall have the option to extend the term for ____ (____) additional ____ (____) year periods, or any part or combination thereof. Said options shall be exercised upon mutual consent and written amendment executed by both parties prior to the end date of this Contract and, if applicable, approved as to form by the Office of the Attorney General.

Section 2

Contractor Responsibilities

2.1 **Scope of Services and Pricing**. The Contractor shall provide the University with the Goods and Services more particularly described in the Scope of Services and Pricing attached hereto as Attachment D, at the pricing set forth therein.

Section 3

Compensation

1. **Maximum Payable.**

Maximum Amount Payable: \$Amount

2. **Invoicing.** Invoices shall be in a form reasonably acceptable to the University and include such information as the University may reasonably request, including, without limitation, the applicable University Purchase Order number against which such invoice is submitted. The University shall not be obligated to make payments on invoices that are not in such form and/or that do not contain such information.
3. **Payment.** Payments shall be due within num days of receipt and approval of Contractor's invoice. The University may withhold payment of any amount invoiced that is subject to good faith dispute, provided that, in the event of such a dispute, the University notifies Contractor of the amount in dispute and the reason for such dispute within num days of receipt of the applicable invoice. The University will not be considered in breach of Contract for withholding any amount that is under good faith dispute. Payments will be net of any required tax withholding.
4. **Taxes.** University is exempt from sales and use tax in Connecticut and several other states. Where applicable, Contractor will pay, and is solely responsible for, all taxes, tariffs, and duties imposed on Contractor in connection with its performance under the Contract, including any federal, state, and local income, sales, use, excise, and other taxes or assessments.

5. **Travel.** Check one box:

☐ All travel and meals are included as part of this Contract. No reimbursements shall be made to Contractor.

- The University shall reimburse travel and meals in accordance with the University's Travel Policy.

Section 4

Notices

4.1 **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University: University of Connecticut

Department of Procurement Services

3 Discovery Drive, U-6076 Storrs, CT 06269

Attention:Attention

If to the Contractor: Contractor

Any party may change its notice information by giving written notice in accordance with this Section.

Section 5

Incorporated Documents

1. **Incorporated Documents**. The following documents (“Incorporated Documents”) are hereby incorporated by reference into this Contract as if fully set forth herein, in the following order of precedence:

1. University’s General Terms and Conditions of Purchase – Attachment A
2. State Terms and Conditions – Attachment B
3. Confidentiality Specifications – Attachment C
4. Scope of Services and Pricing – Attachment D

IN WITNESS WHEREOF, this Contract has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

[_____]

By: by

Print Name: Print Name

Title: Title

Date: Date

By: by

Print Name: Print Name

Title: Title

Date: Date

ATTACHMENT A

General Terms and Conditions of Purchase

1. **General**. The equipment, materials, goods, and supplies (“Goods”) and/or services (“Services”) furnished by Contractor under the Contract are governed by the terms and conditions in the Contract, including the terms and conditions set forth herein. Written acceptance, or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, will constitute Contractor’s unqualified acceptance of the Contract.
2. **Delivery, Title, Risk of Loss of Goods**. Contractor shall deliver any and all Goods to the location designated by University in the quantities and on the date(s) specified by University. Title and risk of loss shall pass to University when Goods have actually been received, installed (if applicable) and accepted by University at the location that it designates. Acceptance for purposes of the preceding sentence does not limit University’s right to reject Goods pursuant to the Contract. Contractor is solely responsible for packing, crating, marking, and transporting any Goods, and for liability for any loss or damage to such Goods in transit. Contractor is responsible for confirming, before delivery, that all University doorways, hallways, elevators, room sizes, service access spaces, and utilities are

adequate to facilitate delivery and installation of the Goods.

3. **Inspection.** University shall have a reasonable period of time to inspect and test the Goods and/or Services, but in any event not less than thirty (30) days after receipt of such Goods and/or Services. Unless otherwise set forth in the Contract, University shall determine the manner and scope of inspection for the Goods and/or Services. If prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, defective, not as specified, or otherwise nonconforming, University may at its discretion: (i) reject such Goods and/or Services; (ii) require Contractor to correct them at the sole cost of Contractor; and/or (iii) require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Contractor is unable or refuses to correct such deficiencies within a time University deems reasonable, University may terminate the Contract in whole or in part. Contractor bears all risks as to rejected Goods and/or Services and, in addition to any costs for which Contractor may be liable under the Contract, will reimburse University for all transportation costs, other related costs incurred, and any payments to Contractor for the rejected Goods and/or Services. No action or inaction of University shall be deemed acceptance of any Goods and/or Services.

4. **Ownership and Use.**

1. *Definitions. "Intellectual Property" means all intellectual property rights of every kind and description, including without limitation all U.S. and non-U.S.: (i) patents, patent disclosures, and inventions; (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases; (iv) trade secrets, know-how, and other confidential information; and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection. "Background IP" means any Intellectual Property owned, created, and/or developed by a party prior to or independently from this Contract. "Work Product" means all Intellectual Property and other materials and information created or developed under this Contract.*

2. *Ownership. Each party shall own its Background IP. University shall exclusively own Work Product as of the date of its creation. Contractor agrees that Work Product is "work made for hire" under*

U.S. copyright law, and all Intellectual Property rights therein will be owned exclusively by University. To the extent that any Work Product is deemed not to be a "work made for hire", Contractor shall and hereby does irrevocably assign and transfer all of its right, title, and interest in and to the Work Product, including all intellectual Property therein, to University. Contractor shall

ensure that its employees, subcontractors, representatives, agents, or other contractors engaged under this Contract comply with the requirements of this section. Where applicable, or at the request of University, Contractor shall deliver an executed, written assignment to University of the Work Product and all Intellectual Property therein.

3. *License to Background IP. If and to the extent any of Contractor's Background IP or a portion thereof is incorporated in the Work Product, or is otherwise necessary for the use of the Work Product, Contractor hereby grants to University a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, fully paid license to use, make, sell, distribute, execute, adapt, translate, reproduce, display, perform, modify, and create derivative works of Contractor's Background IP in connection with the Work Product in which such Background IP is incorporated.*

4. *License to University's Materials.* University may provide Contractor with access to software, specifications, documentation, data, tools, know-how, methodologies, processes and/or other materials, information and/or Intellectual Property owned and/or licensed by University ("University Materials"). Contractor shall have no right or license to use any University Materials except solely during the Term of the Contract to the extent necessary to provide the Goods and/or Services to University and solely for the benefit of University. All rights in and to the University Materials are expressly reserved by University and/or its licensors.

5. **Representations and Warranties.**

1. *General.* Contractor represents and warrants that the Goods and Services: (i) are new and unused (unless otherwise specified in the Contract); (ii) are free from defects in material and workmanship;

(iii) are of the quality, size, dimension and specifications ordered; (iv) meet the highest performance and manufacturing specifications as described in documents or writings made available by the Contractor to the public or University, or that are included herein the Contract; (v) comply with all applicable laws, codes, and regulations (including, without limitation, codes published by any national or statewide association or groups); (vi) do not infringe on, and are not restricted in any way by, any patent, copyright, trade secret, security interest, lien, or any other encumbrances or rights of third parties; and (vii) have been properly stored, labeled, handled and shipped by Contractor. Without limiting the foregoing, upon University's request, the Contractor shall sign all documents pertinent to assign to University any applicable third party warranties.

2. *Qualifications and Performance of Service.* Contractor represents and warrants that it, and its employees, agents and subcontractors, engaged to provide the Goods and/or Services under the Contract, have and will maintain all requisite skills, experience, and qualifications, including any required training, registration, certification or licensure, to provide such Goods and/or Services. Contractor will perform Services in a professional and workmanlike manner in accordance with best industry standards. Except as otherwise expressly set forth in the Contract, Contractor shall provide, at its sole cost and expense, all labor, supervision, equipment, tools, parts, materials, and supplies needed to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as University may so require.

3. *Conflict of Interest and Ethics.* Contractor represents and warrants that to the best of its knowledge there exist no actual or potential conflict of interest that would prohibit it from entering into this Contract under University policy and any applicable federal and state laws (including, without limitation, Connecticut General Statutes §1-84(i) and the State's Code of Ethics). The summary of State ethics laws developed by the State Ethics Commission pursuant to Connecticut General Statutes §1-81(b) is incorporated by reference into and made a part of this Contract as if the summary has been fully set forth herein.

4. *Authority.* Contractor represents and warrants that it has the right and authority to provide the University with the Goods and/or Services and to convey to University to right to use the same for its intended purpose or for such additional purposes as may be described in the Contract.

5. *Debarment and Good Standing.* Contractor represents and warrants that (i) neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the federal government, recipients of federal grants or contracts, or the State of Connecticut or any agency thereof; and (ii) it is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut. Contractor agrees to immediately notify University in writing if it or its principals are debarred, proposed for

debarment, declared ineligible or voluntarily excluded from contracting with the federal government, recipients of federal grants or contracts, or the State of Connecticut or any agency thereof, or there is any other event that makes Contractor or its principals an "Ineligible Person" at any time during the course of this Contract. An "Ineligible Person" is an individual or entity who: (A) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal program (including, without limitation, any federal health care programs), or (B) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C.

§ 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

6. *Compliance with Laws. Contractor represents and warrants that it will comply with all applicable federal, state, and local laws, regulations, and requirements in its performance hereunder, including, without limitation, the Americans with Disabilities Act of 1990 and Occupational Health and Safety Act of 1970. In addition to any other rights and remedies available to it, University may terminate this Contract immediately if Contractor breaches the foregoing representation and warranty.*

6. **Background Checks.** The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services on-site under this Contract unless that employee, independent contractor or agent has completed a background check and is deemed suitable by Contractor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. Contractor shall provide University with proof of a background check upon request. If the Services take place on the UConn Health campus in Farmington, Connecticut, Contractor shall only assign employees, independent contractors, or agents that have successfully completed a background check performed by UConn Health. Contractor shall be responsible for all cost associated with complying with this section.

7. **Personnel.**

1. *Assigned Personnel. Contractor will devote only its best-qualified personnel to work under the Contract. At no time will Contractor or Contractor's employees, agents, or subcontractors be considered employees of University for any purpose, including without limitation, workers' compensation provisions. Contractor shall be solely responsible to University for all Services performed by Contractor's employees, agents, and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions, and other taxes with respect to such employees, agents, and subcontractors. Contractor shall advise University promptly, in writing, of any actual or anticipated labor dispute or other labor-related occurrence known to Contractor involving Contractor's employees or subcontractors, which may reasonably be expected to affect Contractor's obligations under this Contract. University shall have the option to require Contractor to arrange for temporary employees or subcontractors satisfactory to University to provide the Goods and/or Services hereunder.*

2. *Removal of Personnel. The Contractor shall immediately remove any of its employees, contractors and/or agents performing Services under this Contract: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community; or (ii) at the request of the University, based on a concern of community or individual safety.*

8. **Wages.** Contractor shall comply with all applicable wage laws and regulations of the State of Connecticut, including, without limitation, Connecticut General Statutes § 31-57f, and shall pay wages in accordance with the current wage

rates provided by the Connecticut Department of Labor ("DOL"). Information regarding the foregoing can be obtained from DOL's website at: <http://www.ctdol.state.ct.us>. Contractor should contact the DOL with any questions. Contractor shall also comply with any wage obligations owed to its employees under any collective bargaining agreement.

9. Cooperation. University may, in its sole discretion, engage or employ the services of others to perform work that may or may not be related to the Services. Contractor shall fully cooperate and coordinate its work with any other party, as directed by University.

10. Goods and/or Services Provided at University Premise(s).

1. *Cleaning Up.* Contractor will at all times keep University premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its subcontractors, and, at the completion of the Services will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Contractor and its subcontractors as to responsibility for the removal of the rubbish, or if it is not promptly removed, University may remove the rubbish and charge the cost to Contractor.

2. *Environmental, Safety, Health and Fire Protection.* Contractor will take all reasonable precautions in providing the Goods and Services to protect the health and safety of University employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Contractor fails to comply with such regulations and requirements, University may, without prejudice to any other legal or contractual rights of University, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at University's discretion. Contractor will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Contractor will have sole responsibility for the safety of all persons employed by Contractor and its subcontractors on University premises, or any other person who enters upon University premises for reasons relating to the Contract. Contractor will at all times maintain good order among its employees and all other persons who come onto University's premises at Contractor's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Contractor will confine its employees and all other persons who come onto University's premises at Contractor's request or for reasons relating to the Contract and its equipment to that portion of University's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which University may permit Contractor to use. Contractor will take all reasonable measures and precautions at all times to prevent injuries to any of its employees or any other person who enters upon University premises at Contractor's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous, and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Contractor, its subcontractors, University or other persons. To the extent compliance is required, Contractor will comply with all relevant University safety rules and regulations when on University premises.

3. *Use of Vehicles.* To safeguard students, faculty, staff, patients, and visitors, as well as the aesthetic beauty of the University, all speed limits and traffic laws on or around the University premises shall be obeyed and, if

no speed limit is posted, the driving speed shall be kept under 25 miles per hour. Contractor shall be responsible to measure all access routes to intended delivery areas, and to notify University of any anticipated delivery difficulties prior to scheduling

deliveries and for coordinating the delivery with the appropriate University representative. Without limiting the foregoing, Contractor shall use vehicles on University premises only in a manner consistent with this Contract.

4. *Protection of University Property. Contractor shall protect University property from any damage and promptly and properly repair damage of any kind arising from any act or omission of Contractor, its employees, agents, and/or subcontractors.*

5. *Compliance with University Policy. Contractor shall, at its own expense, comply with all applicable University policies and procedures, including, without limitation, those requiring individuals to check-in upon arrival, wear identification badges, and successfully complete any background checks and/or certifications required.*

11. **Use of University Marks.** Contractor is not permitted to use any University name or mark without prior written approval of the University's Office of Strategic Partnerships or such other University official as the University may designate. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Strategic Partnerships for approval. Such permission to use the mark as may be granted pursuant to the terms of this Contract shall terminate at the expiration of this Contract.

12. **Examination of Records and Audit.** Contractor shall prepare, maintain and preserve all records related to the Goods and/or Services, which shall be open to inspection and subject to audit by University, its authorized representatives, and/or the State Auditors of Public Accounts for evaluation and verification of any invoices, payments, or claims submitted by Contractor or any of its payees, as required by governmental authorities, as necessary to ensure compliance with the Contract or applicable law, or as desirable for any other valid business purpose. University or its authorized representatives shall give Contractor reasonable advanced notice of intent to audit. Contractor shall make available all relevant records so as to enable University, its authorized representatives, and/or the State Auditors of Public Accounts to audit Contractor's performance hereunder, including identifying all reimbursable items excluding the make-up of any agreed upon lump sum amounts, fixed rates, or unit prices. Contractor shall preserve the records and University or its authorized representatives shall have access to the records for a period of five (5) years after the satisfaction of Contractor's obligations under this Contract, or for such longer period as may be required by law. If an audit conducted in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor, applicable adjustments and/or payments to University shall be made by Contractor, with interest, within a reasonable amount of time not to exceed ninety (90) days from presentation of University's findings to Contractor. If any such audit discloses overpricing or overcharging (of any nature) in an amount equal to or greater than 5%, Contractor shall, in addition to applicable adjustments and/or payments, reimburse University for all costs incurred in connection with such audit.

Contractor may also be required to provide for an annual financial audit acceptable to University for any expenditure of State or federal awarded funds made by Contractor. Such audit shall include audit recommendations. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. Contractor will comply with federal and State single audit standards as applicable.

13. **Termination.**

1. *Termination for convenience. University may terminate the Contract for convenience at any time, in whole or in part, by providing Contractor with at least thirty (30) days' prior written notice of such termination (unless a shorter period of time is set forth elsewhere in the Contract). Termination shall be effective as of the close of business on the date specified in the notice.*
2. *Termination for non-appropriation of funds or in the best interest of the State. University may immediately terminate the Contract at any time, without prior notice, in whole or in part, when funding for the Contract is no longer available, if University ceases operations applicable to the Contract, and/or whenever University determines that such termination is in the best interest of the State of Connecticut.*
3. *Termination for cause. If either party breaches the Contract, the non-breaching party may terminate the Contract for cause by giving the breaching party at least fifteen (15) days' written notice to cure such breach ("Cure Period"). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Contract by written notice to the other party.*

4. *Effect of termination or expiration.*

1. Upon termination or expiration of this Contract for any reason Contractor shall: (A) promptly deliver to University all materials (whether complete or incomplete) for which University has paid and all other University materials in its possession; (B) promptly remove Contractor's property located on University's premises; (C) provide reasonable cooperation and assistance to University, upon University's written request, in transitioning to a different Contractor; and (D) on a pro rata basis, repay all fees and expenses paid in advance for any Goods and/or Services not performed or provided.
2. Upon receipt of written notice of termination by University, Contractor shall, unless otherwise provided in such notice, immediately stop all work (including shipment of any Goods) and cause its suppliers and/or subcontractors to cease their work related to the Contract.
3. In no event shall University be liable to Contractor for any costs arising from expiration or termination of this Contract.

- **Insurance. Contractor shall secure and pay the premium, or premiums, of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of Contractor's operations hereunder, and shall be effective throughout the term of this Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following is in accordance with State of Connecticut Insurance and Risk Management Board requirements.**

1. Commercial General Liability

- | | |
|------------------------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Products/Completed Operations | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. General Aggregate | \$2,000,000 |
| 5. Fire Legal Liability | \$100,000 |

Umbrella Liability-Each Occurrence \$1,000,000

2. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000/occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this Contract and shall include, but not be limited to, network security and privacy,

release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Contract.

3. Business Automobile Liability. Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
4. Workers' Compensation and Employer's Liability: As required under state law.
5. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, University of Connecticut Health Center, and their respective officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Contract. Certificates thereof shall be delivered to the University prior to the commencement of this Contract and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. Contractor will notify University, in writing, within thirty (30) days of any modification, cancellation, termination or lapse of any of the policies required hereunder. Policies shall waive the right of recovery against the University and shall be primary.

1. **Indemnification.**

1. *General. Contractor shall indemnify, defend and hold harmless the State of Connecticut and the University, and their respective officers, employees, students, agents, and assigns (the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature ("Claims") arising out of or resulting from any actual or alleged: (i) act or omission by Contractor or its employees, agents, or subcontractors; and/or (ii) breach of any of Contractor's representations, warranties or obligations under the Contract.*
2. *Infringement. Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims arising out of or resulting from any actual or alleged infringement of any Intellectual Property right by Contractor or the Goods and/or Services (including, without limitation, University's use thereof).*
3. *Indemnification Procedures. University will promptly notify Contractor of any Claims for which it seeks indemnity hereunder. Contractor shall use counsel reasonably acceptable to University in fulfilling its obligations hereunder. University may, at its own cost and expense, participate in the defense of any Claims. Contractor shall keep University informed at all times as to the status of Contractor's efforts and consult with University concerning such efforts. Contractor shall not settle any Claim without University's prior written consent.*

2. **Vendor Code of Conduct.** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. **Contractor hereby acknowledges receipt of the Vendor Code of Conduct. The Vendor**

Code of Conduct is hereby incorporated herein by reference. Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. Contractor further agrees to comply with the “Preferential Standards”

described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor’s compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor’s corporate social and environmental practices.

3. **Force Majeure.** If the performance of obligations under the Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the party required to perform such obligation (“Force Majeure Events”), then each party’s obligations to the other under the Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations immediately after the removal of the cause.
4. **Assignment and Subcontracting.** Contractor may not assign, subcontract, or transfer, by operation or law or otherwise, any of its rights under this Contract or delegate any of its duties under this Contract to any third party without University’s prior written consent. The University may assign, subcontract or transfer any of its rights and obligations under this Contract without prior consent or notice.
5. **Relationship of the Parties.** Contractor is an independent contractor. Nothing in this Contract will be construed to make Contractor or University partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Contractor to perform work on University’s behalf under this Contract will be deemed to be an employee, agent, or contractor of University. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.
6. **Non-Exclusivity.** The Contract is a non-exclusive agreement and University remains free to enter into similar and/or identical agreements with other entities for the Goods and/or Services. Unless otherwise set forth in the Contract, University is not obligated to any minimum purchase or future purchase obligations under this Contract.
7. **Waiver.** No delay or failure by a party in exercising any right, power, or privilege under this Contract or any other instruments given in connection with or pursuant to this Contract will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
8. **Severability.** If any provision of the Contract is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law, and the remainder of this Contract and application of such provision to other persons or circumstances will not be affected.

9. **No Third-Party Rights.** Nothing in the Contract is intended to make any person or entity that is not a signatory to the Contract a third-party beneficiary of any right created by this Contract or by operation of law.
10. **Amendments.** The Contract may only be amended in writing signed by both Contractor and University and, if applicable, approved as to form by the Office of the Attorney General.
11. **Survival.** All provisions of the Contract that should by their nature survive termination of this Contract shall so survive.
12. **Counterparts.** The Contract may be executed in counterparts, and each counterpart shall have the same force and effect as an original and, when taken together, shall constitute one and the same instrument and an effective binding agreement. Executed of a facsimile or PDF copy shall have the same

force and effect as execution of an original. Signed copies of the Contract may be faxed and e-mailed with the same force and effect as if the originally executed Contract had been delivered.
13. **Entire Agreement.** The Contract is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. No other terms or conditions will be binding upon the Parties relating to the subject matter hereunder, unless accepted by them in writing in accordance with the Amendments provision above.

ATTACHMENT B

State Terms and Conditions

1. **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
2. **Governing Law.** The Contract shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
3. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
4. **Sovereign Immunity.** Contractor acknowledges and agrees that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section in the Contract, this section shall govern.
5. **State Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of

employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

6. Nondiscrimination. (a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities; ii. "Contract" and "contract" include any extension or modification of the Contract or contract; iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose. v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; vii. "marital status" means being

single, married as recognized by the State of Connecticut, widowed, separated or divorced; viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen.

Stat. § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal

public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects. (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (d) The Contractor shall develop and maintain adequate

documentation, in a manner prescribed by the Commission, of its good faith efforts. (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

1. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of

this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto. (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat.

§ 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Campaign Contribution Restrictions. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" appended hereto as Attachment B-1.

8. Freedom of Information.

1. Contractor acknowledges that University must comply with the Freedom of Information Act, C.G.S.

§§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the University upon request of any citizen, unless the content of the document falls within certain categories of exemption.

2. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing

a "governmental function", as those terms are defined in C.G.S. § 1-200, the University is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, which may be disclosed by University pursuant to the FOIA.

9. Whistleblowing. The Contract may be subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute,

then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

ATTACHMENT B-1

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION (Rev.7/18)

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations This notice is provided under the authority of Connecticut General Statutes §9- 612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi- public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof. **PENALTIES FOR VIOLATIONS** Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties: Civil penalties

—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions

requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties —Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both. **CONTRACT CONSEQUENCES** In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State

Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS “State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president,

(iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has

managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

“State contract” does not include any agreement or contract with the state, any state agency or any quasi- public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part- time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of

the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

ATTACHMENT C

Confidentiality Specifications

These specifications serve to document agreed upon requirements regarding the duty to safeguard data and intellectual property that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **Student Data**. In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

1. Personally Identifiably Data Not Otherwise Covered by FERPA.

2. Confidential Data. The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by, Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.
3. Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as

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Signed and delivered by its authorised signatory



On behalf of **Hinduja Markov**

Per : Hinduja Markov , CFO

Date: 2 May 2024, 3:25 pm

IP Address: 59.184.166.104

Ford

Signed and delivered by its authorised signatory



On behalf of **Robert Downey**

Per : Robert Downey , CFO

Date: 2 May 2024, 3:29 pm

IP Address: 59.184.166.104