

RFP # JL053117 - Appendix F

ON-CALL CONSULTING AGREEMENT

THIS ON-CALL CONSULTING AGREEMENT (this "Agreement"), which shall become effective on the date it is fully executed, is by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education ("UConn" or the "University"), and [REDACTED] having its principal place of business at [REDACTED] ("Consultant").

The parties agree as follows:

1. Services and Compensation, Generally.

- (a) Services, Generally. The "Services" are, to the extent included in Prepackaged Services, Monthly Retainer Services, or SOW Services (each as defined hereinafter), the provision of consulting services in each of the categories checked below, as each such category is described in the RFP (as defined hereinafter). Services will be provided by Consultant to UConn only if included in a category checked below. The "RFP" is that certain University Request for Proposals [REDACTED].

- Category 1- Institutional Strategic Initiatives
- Category 2- Organizational, Operational, and Financial Optimization
- Category 3- Research Administration, Development, and Compliance
- Category 4- Academic Services
- Category 5- Student Experience and Campus Culture
- Category 6- General Services

- (b) Compensation, Generally. Services may be purchased by UConn through one or more of the three methods described in this Section 1(b). If a purchase method is not checked below, UConn may not use the unchecked method to purchase Services from Consultant and the correlating appendices, if omitted, have been omitted intentionally by the parties.

- Prepackaged Services (Appendix 1). UConn shall pay Consultant Prepackaged Fees for Prepackaged Services, each as defined hereinafter. "Prepackaged Services" are any Services described on Appendix 1, to the extent requested by UConn in a purchase order issued by UConn to Consultant (a "Purchase Order"). "Prepackaged Fees" are the fees correlating to each Prepackaged Service on Appendix 1.
- Monthly Retainer Services (Appendix 2). UConn shall pay Consultant a Monthly Retainer for Monthly Retainer Services, each as defined hereinafter. The "Monthly Retainer Services" and "Monthly Retainer" are as designated on Appendix 2.
- SOW Services (Appendices 3-A through 3-C). Subject to Section 3(b), UConn shall pay Consultant as specified in a Statement of Work agreed to by the parties ("SOW"), which SOW shall be substantially in the form attached as Appendix 3-A, for any Services required in such SOW ("SOW Services").

(c) Certain Requirements of Services.

- (i) Meetings. Without limiting meetings otherwise required hereunder or under an SOW, Consultant will hold regular status meetings by phone or in person with UConn and Consultant will notify UConn of any factor or occurrence coming to its attention that Consultant believes is likely to affect its ability to meet the requirements of the Services or to cause any material delay in its performance of the Services.
- (ii) Consultant Personnel. Contractor shall perform Services only with employees approved by UConn in advance.

(iii) Schedule. Consultant shall perform Services in a manner consistent with any schedule agreed to by the parties.

(iv) Subcontractors. Consultant may engage subcontractors in the performance of the Services only with UConn's prior written consent. Consultant will remain liable and responsible for the performance of all obligations and all actions and inaction of any permitted subcontractor to the same extent as if such performance, actions, or inaction were by Consultant.

(d) On-Call Agreement. This Agreement is an "On-Call" Agreement competitively procured, and entered into, under UConn's On-Call Consultant Program (the "Program"). Consultant acknowledges and agrees that nothing in the RFP or in this Agreement shall be deemed a representation by UConn that it will engage Consultant to perform Services, other than any Monthly Retainer Services. In addition, to further ensure competitive pricing for SOW Services, UConn intends to request quotations from three consultants issued agreements under the Program prior to engaging a consultant for an SOW Service, unless the UConn Director of Procurement Services (or the successor to his/her function) determines that circumstances would cause it to be in the University's best interest to forego such quotations.

2. Ownership, Rights, and Confidentiality.

(a) Work Made For Hire. Consultant is performing the Services for UConn on a work-for-hire basis. UConn shall be the sole owner of all materials (including works in progress) created by Consultant during its performance of the Services (the "Work Product") and all rights, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of authorship and subsequent modification) in the Work Product (collectively, the "IP Rights"). To the extent any Work Product does not qualify as a work made for hire, to transfer all rights (including all IP Rights) in the Work Product to UConn, Consultant hereby irrevocably assigns to UConn all such rights in such Work Product. This Section 2(a) is subject to Section 2(b).

(b) Restricted Materials. Section 2(a) shall not apply to Restricted Materials, as defined hereinafter. "Restricted Materials" is any material so identified on Appendix 1 (for Prepackaged Services), on Appendix 2 (for Monthly Retainer Services), or an SOW (for SOW Services). UConn's interest in any Restricted Material shall be as provided in the applicable Appendix or SOW, as the case may be and, by its execution hereof, Consultant hereby conveys to UConn any such interest.

(c) Confidentiality. Consultant may not disclose any non-public, confidential information received from UConn to any third party (other than to its professional advisors) or use such information for any purpose other than for performing the Services, without UConn's prior written consent. The Work Product is the confidential information of UConn. In the event Consultant will have access to information protected by law, such Services shall be an SOW Service and the parties shall include additional confidentiality requirements in the applicable SOW.

3. Compensation.

(a) Maximum Amount Payable. The maximum amount that may become due to Consultant under this Agreement (including under any SOWs issued under this Agreement) is Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

(b) Compensation for SOW Services. Consultant's compensation for any SOW Service shall be either hourly compensation subject to Section 3(b)(i) or a flat fee agreed to by the parties in an SOW where UConn reasonably determines that such a flat fee arrangement is likely to result in costs to UConn that are lower than the costs UConn would incur under hourly compensation. Compensation for SOW Services shall be further subject to the following:

- (i) To the extent UConn agrees in an SOW to compensate Consultant based on hourly rates: (1) such rates shall not exceed any hourly rates attached hereto as (a) Appendix 3-B if the SOW provides that Consultant shall be reimbursed for travel-related expenses or (b) Appendix 3-C if the SOW provides that Consultant shall not be reimbursed for travel-related expenses; (2) hourly rates shall be prorated for Services performed for less than a full hour at a time; (3) hourly rates shall only be due for time reasonably necessary, and evidenced to have been expended by Consultant, to provide the applicable Service; and (4) hourly rates shall not be charged for time spent traveling or commuting.
 - (ii) To the extent UConn agrees in an SOW to compensate Consultant for an amount invoiced to Consultant by a subcontractor, Consultant shall be permitted to a mark-up on such invoiced amount, but such mark-up shall not exceed [___ %].
 - (iii) To the extent UConn agrees in an SOW to reimburse Consultant for travel-related expenses incurred by Consultant, such reimbursement shall be due only to the extent reimbursable under, and otherwise incurred in accordance with, the then-governing University policy. The current version of such policy is published on University Travel Services website located at <http://www.travel.uconn.edu>. Consultant shall provide the University with such evidence of actual costs incurred as the University may reasonably request.
 - (iv) To the extent UConn agrees in an SOW to compensate Consultant with a flat fee, such flat fee shall be as specified in the SOW.
 - (v) The maximum amount that may become due to Consultant under any one SOW shall be Fifty Thousand and 00/100 Dollars (\$50,000.00) unless and until the UConn Director of Procurement Services (or the successor to his/her function) determines, in advance of Consultant performing Services for which compensation would otherwise be due in excess of such cap, that circumstances cause it to be in the University's best interest to exceed such cap.
- (c) Invoice and Payment.
- (i) Prepackaged Fees. Consultant shall invoice UConn for any Prepacked Flat Fees due under this Agreement upon Consultant's completion of the correlating Prepackaged Services to UConn's reasonable satisfaction.
 - (ii) Monthly Retainer. UConn shall pay Consultant the Monthly Retainer for each month in the Term by the first of such month, provided that the first Monthly Retainer shall be due within thirty (30) days of the commencement of the Term. Monthly Retainers shall be prorated for any partial month included in the Term. At UConn's request, Consultant shall provide UConn with invoices for Monthly Retainers, by such dates and in such form as UConn may reasonably request, in advance of such Monthly Retainer becoming due.
 - (iii) SOW Services. Consultant shall invoice UConn for any SOW Services in the manner provided in the correlating SOW.
 - (iv) Payment and Discount. Each payment due hereunder for Prepackaged Services and SOW Services shall be made within forty-five (45) days of the date of UConn's receipt of a properly-submitted invoice for such payment. Each invoice shall be in a form reasonably satisfactory to UConn. If UConn pays an invoice for a Prepackaged Service or an SOW Service within fifteen (15) days of receipt, UConn shall be entitled to a discount in the amount of two percent (2%) of the invoiced amount.

- (v) Withholding Payment. If Consultant fails to fulfill or complete a Service in a timely and adequate manner, UConn may, without limitation, withhold payments that would otherwise be due to Consultant under this Agreement until such time, if any, as Consultant cures such failure.
4. Consultant Warranty. Consultant represents and warrants to UConn that: (i) it has the power and authority to enter into, and perform its obligations under, this Agreement; (ii) its performance of its obligations under this Agreement will not breach or conflict with any agreement or obligation to any third party; (iii) it has the right to grant the rights in the Work Product to UConn as provided in this Agreement (except for Restricted Materials to which UConn has consented as provided in Section 2(b)) ; (iv) the Work Product will not infringe or violate any of any third party's IP Rights or rights of privacy or publicity; (v) it will comply with all applicable laws in the performance of its obligations under this Agreement; and (vi) the Services will be performed in a professional manner consistent with industry standards.
 5. Indemnification. Consultant agrees to indemnify and hold harmless UConn and its trustees, employees, agents and representatives from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from any negligent act or omission of Consultant or from a breach of any of Consultant's representations and warranties in Section 4.
 6. Term and Termination.
 - (a) Term. The "Term" of this Agreement shall commence on the date executed by the parties and shall expire on the date that is three (3) years thereafter, unless earlier terminated as provided herein. UConn may, by written notice to Consultant, extend the term of this Agreement for two (2) additional periods of one (1) year each. Upon such extension, such additional periods shall be considered part of the Term for the purposes of this Agreement. The obligations of Consultant under any SOW entered into, or any Purchase Order issued, prior to termination of this Agreement, as such SOW or Purchase Order may be modified thereafter by the parties, shall survive expiration of the Term.
 - (b) Termination for Breach. Either party may terminate this Agreement, an SOW, or a Purchase Order if the other party is in material breach of this Agreement, an SOW, or a Purchase Order and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within three (3) days after the non-breaching party's delivery of written notice of the breach to the breaching party.
 - (c) Termination for Convenience. UConn may terminate this Agreement, an SOW, or a Purchase Order, in whole or in part, at any time for any reason upon written notice to Consultant.
 - (d) Effect of Termination. Upon any termination of this Agreement, an SOW, or a Purchase Order: (i) UConn will pay, within thirty (30) days, all undisputed amounts owing to Consultant for Services performed under this Agreement, the SOW, or the Purchase Order, as the case may be, as of the termination date; (ii) Consultant will deliver, in a format agreed upon by the parties, the Work Product (including all works in progress) created pursuant to this Agreement, the SOW, or the Purchase Order, as the case may be, to UConn; and (iii) Consultant will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) all materials containing any confidential information of UConn related to this Agreement, the SOW, or the Purchase Order, as the case may be.
 - (e) Survival. Sections 2, 4, 5, and 6(d), and UConn's obligation to compensate Consultant for Services rendered during the Term (subject to Section 3(c)(v)), shall survive the termination or expiration of this Agreement.

7. Miscellaneous.

- (a) Relationship of the Parties. Consultant is an independent contractor and the parties are not co-venturers or partners. Neither party will have the authority to enter into any contracts in the name of or on behalf of the other party.
- (b) Sales Tax Exemption. In accordance Conn. Gen. Stat. §12-412(1) (A), the University is exempt from local, state, and federal excise taxes.
- (c) Notices. Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class registered mail; or (ii) sent by overnight air courier, in each case to the appropriate address as set forth in the signature page to this Agreement or as notified by the other party in accordance with this Section. Notices will be deemed given three (3) business days after deposit in the mail; or one (1) day after delivery to an overnight air courier service.
- (d) Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under this Agreement will not be construed as a waiver.
- (e) Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and (ii) the remaining provisions of this Agreement shall remain in full force and effect.
- (f) Integration; Amendment. This Agreement (including any exhibits or schedules attached hereto) contains the entire agreement of the parties relating to its subject matter as of the date hereof. This Agreement may not be amended, except by a writing signed by both parties, provided that the foregoing shall not limit the parties ability to enter into one or more SOWs for SOW Services and/or one or more Purchase Orders for Prepackaged Services and provided that UConn may extend the Term as provided in Section 6(a).
- (g) Assignment. This Agreement shall inure to the benefit of, and bind, the parties and their respective successors and permitted assigns. Consultant may not assign its rights or obligations pursuant to this Agreement without UConn's prior written consent.
- (h) State Contracting Requirements. The parties acknowledge and agree that the state contracting provisions attached to this Agreement as Exhibit B are incorporated into this Agreement.
- (i) Construction. When used in this Agreement, "including" and any words of similar import mean "including but not limited to". In the event of conflict between a provision of this Agreement and an Exhibit or Appendix attached hereto, this Agreement shall prevail. In the event of a conflict or inconsistency between this Agreement or an Exhibit or Appendix attached hereto on the one hand, and an SOW or a Purchase Order on the other hand, this Agreement or the Exhibit or Appendix (as the case may be) shall prevail.
- (j) Counterparts. This Agreement and any SOW may be executed and delivered in counterparts, by facsimile, or other electronic means.

[signature page follows]

Consultant and UConn have caused their duly authorized representatives to execute this Agreement on the dates noted.

[REDACTED]

UNIVERSITY OF CONNECTICUT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

AGO Approval (As to Form)

By: _____ Date: _____

Print Name: _____ Title: _____

Attachments

Exhibit A: SEEC Form 11

Exhibit B: State Contracting Requirements

Appendices as provided in Section 1(b)

EXHIBIT A

SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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(g)(2), as amended by P.A. 10-1, 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 fund-raising 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 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.

EXHIBIT B

STATE CONTRACTING REQUIREMENTS

References in this Exhibit to “Contractor” shall mean Consultant.

1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
2. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.
4. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.
5. Executive Orders. This Agreement 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 this Agreement as if they had been fully set forth in it. At the Contractor’s request, the Client Agency shall provide a copy of these orders to the Contractor. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
6. Use of UConn Name and Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University name or mark without prior written approval of the University’s Office of Trademark Licensing 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 Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of this Agreement.

7. 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"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section. 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.

8. Ethics and Compliance Hotline. In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service - 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

9. Background Checks. The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement on property of UConn unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Agreement on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the University based on a concern of community or individual safety. Without limiting the obligations of the Contractor under Section 5 of the Agreement, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the University of Connecticut and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

10. Whistleblowing. This Agreement 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 per cent of the value of this Agreement. 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.

11. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 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 Agreement 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 attached hereto as Exhibit C.

12. Insurance. The 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 the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement 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 the State of Connecticut Insurance and Risk Management Board requirements.

(a)	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

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) 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.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) 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.
- (e) Professional Services Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$2,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$2,000,000.00. For policies written on a "Claims Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Contractor will contractually require any professional services firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above.
- (f) 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.

- (g) All required insurance policies will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to UConn. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies, other than statutory workers' compensation and employers' liability insurance and professional liability insurance, will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insured. Certificates of insurance showing such coverages as required in this Section will be filed with UConn upon request.

13. Additional Required Contractor Signature Authority, Affidavits and Certifications.

- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fortable_form.doc

14. Non-Discrimination. References in this section to "Contract" shall mean this Agreement.

(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 Connecticut General Statutes § 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(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, 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 insure 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, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; 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, 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.

(f) 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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; 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, 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.

Appendix 3-A

FORM STATEMENT OF WORK

This Statement of Work (this "**SOW**") is entered into pursuant to that certain Consulting Agreement between [] and the University of Connecticut (the "**Agreement**"). This SOW is subject to, without limitation, Section 7(i) of the Agreement.

CONSULTANT'S DESIGNATED PERSONNEL (for information, see Section 1(c)(ii) of the Agreement)
The "**Designated Personnel**" is/are the following individual(s):

[]

SERVICES (for information, see Section 1(b) of the Agreement)
The "**Services**" included in this SOW, which are "SOW Services" for the purposes of the Agreement are as follows:

[]

BASE COMPENSATION (for information, see Section 3(b) of the Agreement)

Select One:

- Option 1: A lump sum fee of \$[], which Consultant may invoice UConn upon Consultant's completion of the Services to UConn's reasonable satisfaction.
- Option 2: A lump sum fee of \$[], which Consultant may invoice UConn in a manner consistent with the Schedule of Deliverables provided below.
- Option 3: A lump sum fee of \$[], which Consultant may invoice UConn each month in an amount equal to such lump sum, divided by the number of months in the Schedule provided below.
- Option 4: A fee equal to the Hourly Rate of Consultant personnel providing the Services, (which Hourly Rate is attached to this SOW, but shall in no event not exceed the Hourly Rates in the Agreement), multiplied by the number of hours such person so performed the Services. Consultant may invoice UConn for the Services so performed upon Consultant's completion of the Services to UConn's reasonable satisfaction.
- Option 5: A fee equal to the Hourly Rate of Consultant personnel providing the Services, (which Hourly Rate is attached to this SOW, but shall in no event not exceed the Hourly Rates in the Agreement), multiplied by the number of hours such person so performed the Services. Each month, Consultant may invoice UConn for the Services so performed during the preceding month.

SUBCONTRACTORS (for information, see Sections 1(c)(iv) and 3(b)(ii) of the Agreement)

Select One:

- Option 1: No subcontractors will be used for the Services.

- Option 2: Consultant's compensation for Services performed by subcontractors is included in the Base Compensation above. The following subcontractors may be used for the Services: [REDACTED]
- Option 3: Consultant's compensation for subcontractors used for the Services shall be the amount invoiced by such subcontractor to Consultant for the Services, plus a mark-up of [REDACTED%] (provided that such mark-up shall not exceed that specified in the Agreement). The following subcontractors may be used for the Services: [REDACTED]

REIMBURSEABLES (for information, see Section 3(b)(iii) of the Agreement)

Select One:

- Option 1: UConn shall not reimburse Consultant for expenses incurred in the performance of the Services.
- Option 2: In addition to any compensation due for Base Compensation above, UConn shall reimburse Consultant for the actual cost incurred by Consultant for the following: [REDACTED]
- Option 3: In addition to any compensation due for Base Compensation above, UConn shall reimburse Consultant for the actual cost incurred by Consultant for the following: [REDACTED] However, such reimbursable expenses shall not exceed [\$REDACTED].

SCHEDULE (for information, see Section 1(c)(iii) of the Agreement)

The schedule for the performance of the Services is as follows:

[REDACTED]

SCHEDULE OF DELIVERABLES

[REDACTED]

RESTRICTED MATERIAL (for information, see Section 2(b) of the Agreement)

[REDACTED]

ADDITIONAL CONFIDENTIALITY REQUIREMENTS (for information, see Section 2(c) of the Agreement)

[REDACTED]

OTHER PROVISIONS

[REDACTED]

Consultant and UConn have caused their duly authorized representatives to execute this SOW on the dates noted below.

[REDACTED]

By: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY OF CONNECTICUT

By: _____
 Name: _____
 Title: _____
 Date: _____