

AGREEMENT

Agreement Number: _____	Check One: <input type="checkbox"/> Original <input type="checkbox"/> Amendment #
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State Contracting Institution: Eastern Connecticut State University

Street: 83 Windham St

City: Willimantic State: CT Zip: 06226

Tel#: _____ Agreement Monitor: _____

Hereby enters into a Contract with:

Contractor Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Tel#: _____ E-Mail: _____

Are you presently a State Employee? Yes No Do you have an immediate family member who is a state employee? Yes No

The term of this Contract is from _____ through _____	Indicate: <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award <input type="checkbox"/> Neither
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Upon execution, this Contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and approved by the OAG, if applicable.

This Contract shall remain in full force and effect for the entire term of the Contract period, stated above, unless cancelled by either party, by giving written notice of such intention (Required days' notice specified at right)	REQUIRED NO. OF DAYS WRITTEN NOTICE _____
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CONTRACTOR AGREES TO: _____

Payment to be made under the following schedule upon receipt of properly executed and approved invoices.

Fee of \$ _____ to be paid by Institution check following the lecture and upon approve Institution official or his/her designee.

Fee of \$ _____ to be paid by Institution check following the performance and upon approve Institution official or his/her designee.

Check the following, if applicable:

Airfare Lodging Meals Other (specify) _____ Cost of which not to exceed \$ _____

Note: Original receipts are required for reimbursement.

Total Contract shall not exceed: \$ _____	Subject to Athletes and Entertainers' Tax <input type="checkbox"/> Yes <input type="checkbox"/> No	Statutory Authority Conn. Gen. Stat. § 10a-151b
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Funding Source (If applicable):

Banner: _____ Authorized funding signature _____

Banner: _____ Authorized funding signature _____

1. GENERAL PROVISIONS

- 1.1 Professional Standards. In rendering services under this Agreement, the Contractor shall conform to high professional standards of work and business ethics. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Contractor agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- 1.2 Venue. The Institution shall furnish, at its expense, a venue suitable for the proper presentation of the Speaker's lecture and any rehearsals required by the Speaker, including without limitation, a theatre, hall or auditorium which is well heated, ventilated, lighted and clean, stage curtains and public address system in good working condition. The Institution shall furnish, at its expense, a venue suitable for the proper presentation of the Artist's performance and any rehearsals required by the Artist, including without limitation, a theatre, hall or auditorium which is well-heated, ventilated, lighted and clean, stage curtains and public address system in good working condition (including microphone(s) in number and type required by the Artist), dressing room(s), necessary electricians and stage hands, lights, tickets, house programs, security personnel, ushers, ticket sellers, ticket takers, and appropriate and sufficient advertising.
- 1.3 Control of Performance. The Contractor agrees that the Institution shall exercise supervision, direction and control over the lecture, exclusive of changes in the content of the performance. The Institution shall exercise supervision, direction and control over the performance, exclusive of changes in the content of the performance. Notwithstanding the foregoing, the Contractor shall have exclusive control over the creative elements and content of the Artist's performance including, without limitation, the creative elements of the following, as applicable: sound, lights, stage sets, curtains, backdrops, manner of performance, and any music, film or videotape played to patrons at any time during the engagement, including prior to performance and during intermission (if any).
- 1.4 Security. The Institution shall be solely responsible for providing venue security, as applicable, in connection with the lecture and shall bear the expense thereof. The Institution shall be solely responsible for providing venue security, as applicable, in connection with the performance and shall bear the expense thereof.
- 1.5 Broadcast or Recording of Lecture. The Institution agrees that it shall not broadcast, photograph, record, film, tape or otherwise reproduce in any form, by any method, for any purpose, the Speaker's lecture, in whole or in part, without the Contractor's prior written consent. Broadcast or Recording of Performance. The Institution agrees that it shall not broadcast, photograph, record, film, tape or otherwise reproduce in any form, by any method, for any purpose, the Artist's performance, in whole or in part, without the Contractor's prior written consent.
- 1.6 Notification of Arrival. The Contractor agrees that either it or Speaker's representative will telephone the Agreement Monitor listed above, on a weekday between the hours of 10:00 a.m. and 4:00 p.m., Eastern Time, at least one (1) week preceding the date of the lecture, to convey information as to the estimated arrival time of the Speaker. If a rehearsal or set-up is not required, the Contractor agrees that it will instruct the Speaker that he/she must advise the Institution of his/her whereabouts at least ninety (90) minutes prior to the scheduled start of the lecture, and that he/she must arrive at the lecture venue within a reasonable time prior to the scheduled start of the lecture. Alternate telephone contact and arrival times may be made by mutual agreement of the parties. The Contractor agrees that either it or the Artist's representative will telephone the Agreement Monitor listed above, on a weekday between the hours of 10:00 a.m. and 4:00 p.m., Eastern Time, at least one (1) week preceding the date of the performance, to convey information as to the estimated arrival time of the Artist. If a rehearsal or set-up is not required, the Contractor agrees that it will instruct the Artist that he/she must advise the Institution of his/her whereabouts at least ninety (90) minutes prior to the scheduled start of the performance, and that he/she must arrive at the performance venue within a reasonable time prior to the scheduled start of the performance. Alternate telephone contact and arrival times may be made by mutual agreement of the parties.
- 1.7 Contractor Warranty. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display Publicly, and to record, any and all parts of the event(s) covered by this Agreement, including without limitation all musical works, dramatic works, Literary works, pictorial and graphic works and choregraphical works, and any merchandise sold in accordance with Section 1.12 below. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Agreement, and shall immediately upon the request of the Institution, deliver written proof of such to the Institution.

- 1.8 Impossibility of Lecture. If the Speaker's lecture is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, closing of the Institution due to inclement weather, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor or the Institution, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement. If the Speaker arrives at the performance venue under the influence of intoxicating beverages, illegal narcotics, or illegal drugs that prevent the Speaker from professionally performing, the Institution may cancel this Agreement and the Contractor shall pay to the Institution all costs incurred by the Institution in connection with the Speaker's lecture including, but not limited to, costs of advertisement and the printing of tickets and programs, and all costs incurred in connection with the cancellation of the Speaker's lecture. Impossibility of Performance. If the Artist's performance is rendered impossible or hazardous or is otherwise prevented or impaired due to sickness, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, closing of the Institution due to inclement weather, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor or the Institution, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement. If the Artist arrives at the performance venue under the influence of intoxicating beverages, illegal narcotics, or illegal drugs that prevent the Artist from professionally performing, the Institution may cancel this Agreement and the Contractor shall pay to the Institution all costs incurred by the Institution in connection with the Artist's performance including, but not limited to, costs of advertisement and the printing of tickets and programs, and all costs incurred in connection with the cancellation of the Artist's performance.]
- 1.9 Termination of Agreement. Notwithstanding the foregoing, either party, in its sole discretion, may terminate this Agreement by giving written notice of such termination as indicated above, in this Agreement. If the Institution terminates this Agreement with less than the days' notice as indicated above, in this Agreement, the Institution shall pay to the Contractor the fee due the Contractor hereunder as if the Speaker had performed. If the Contractor terminates this Agreement with less than the days' notice as indicated above, in this Agreement, the Contractor shall pay to the Institution all costs incurred by the Institution in connection with the Speaker's lecture including, but not limited to, costs of advertisement and the printing of tickets and programs, and all costs incurred in connection with the cancellation of the Speaker's lecture. Notwithstanding the foregoing, either party, in its sole discretion, may terminate this Agreement by giving written notice of such termination as indicated above, in this Agreement. If the Institution terminates this Agreement with less than the days' notice as indicated above, in this Agreement, the Institution shall pay to the Contractor the fee due the Contractor hereunder as if the Artist had performed. If the Contractor terminates this Agreement with less than the days' notice as above, in this Agreement, the Contractor shall pay to the Institution all costs incurred by the Institution in connection with the Artist's performance including, but not limited to, costs of advertisement and the printing of tickets and programs, and all costs incurred in connection with the cancellation of the Artist's performance.]
- 1.10 Use of Name, Likeness, Etc. of Speaker. Except as otherwise agreed to in writing, nothing contained herein is intended, nor shall it be construed, to grant the Institution any rights in connection with the use of the name, voice, likeness, logo or biographical information of the Speaker. Use of Name, Likeness, Etc. of Artist. Nothing contained herein is intended, nor shall it be construed, to grant the Institution any rights in connection with the use of the name, voice, likeness, logo or biographical information of the Artist.]
- 1.11 No Agency or Joint Venture. It is agreed that the Contractor signs this Agreement as an independent contractor and not as an employee or agent of the Institution. This Agreement shall not in any way be construed so as to create a partnership or any kind of joint undertaking or venture between the parties hereto.
- 1.12 Sale of Merchandise. If applicable, the Contractor shall have the exclusive right to sell any and all types of merchandise containing the name, voice, likeness and/or logo of Speaker (collectively, "Speaker's Merchandise"), with the prior approval of the Institution. The Contractor shall provide the Institution with at least one (1) week's notice of its intent to sell the Speaker's Merchandise. The Institution shall be entitled to fifteen percent (15%) of the gross receipts (after sales tax, if any) from such sales, which amount shall be paid to the Institution immediately following the performance. The Institution shall provide the Contractor with a well-lit location at the performance venue for merchandising. The provision of sales personnel shall be the responsibility of the Contractor. If applicable, the Contractor shall have the exclusive right to sell any and all types of merchandise containing the name, voice, likeness and/or logo of the Artist (collectively, "Artist's Merchandise") at the performance venue, with the prior approval of the Institution. The Contractor shall

provide the Institution with at least one (1) week's notice of its intent to sell Artist's Merchandise. The Institution shall be entitled to fifteen percent (15%) of the gross receipts (after sales tax, if any) from such sales, which amount shall be paid to the Institution immediately following the performance. The Institution shall provide the Contractor will a well-lit location at the performance venue for merchandising. The provision of sales personnel shall be the responsibility of the Contractor.]

- 1.13 Sale of Food and Drink. If applicable, the Institution shall require that the sale of food and drinks in connection with the lecture shall be limited to areas located outside of the lecture area and not be visible from the stage, podium, lectern or other area from which the lecture is delivered. If applicable, the Institution shall require that the sale of food and drinks in connection with the engagement be limited to areas located outside of the performance area and not be visible from the stage.]
- 1.14 Conflict with Law. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Contractor hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Contractor hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.]
- 1.15 Assignment. No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the Institution.
- 1.16 State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the contractor is notified that this Agreement has been accepted by the State Contracting Institution and, if applicable, approved by the Attorney General of the State of Connecticut.
- 1.17 Inconsistency. The parties agree that should the terms of any purchase order or invoice issued in connection with this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall prevail.
- 1.18 Use of Flame Forbidden. The Contractor acknowledges and agrees that the use of flame on stage is STRICTLY FORBIDDEN.
- 1.19 Backline. If applicable, the Institution shall provide and pay for the backline (i.e., keyboards, drum set, etc. or any instruments not normally carried from venue to venue by the band members).
- 1.20 The Contractor shall pay any and all royalties required to be paid on copyrighted material, provided that the Institution shall be responsible for all applicable performance licenses (i.e., ASCAP/BMI).
- 1.21 Light Plot. If applicable, the Contractor shall furnish a professionally executed light plot on the unit light plot provided to the Contractor by the Institution, as well as instrument/dimmer sheets, at least three (3) weeks prior to the date of the performance.
- 1.22 Staffing and Technical Requirements. The Institution and the Contractor shall mutually determine staffing requirements and a schedule for typical load-in, warm-up and preparation for the performance. The Contractor shall furnish specifications related to technical requirements, backline requirements, crew requirements, stage set-up/dressing room requirements (including perishable items requirements for the performance), backstage requirements, lighting requirements, wardrobe requirements, and audio requirements to the Institution at least two (2) weeks prior to the date of the performance.
- 1.23 Stage Settings. The Institution shall use best efforts to comply with the Contractor's directions as to stage settings for the performance hereunder.
- 1.24 No Performers Other Than Those Furnished By The Contractor. The Institution agrees that no performers other than those to be furnished by the Contractor hereunder will appear in, or in connection with, the performance, unless agreed to by the parties by formal written contract amendment as required in section 2.13 of this Contact.

2. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Contractor.

- 2.1 Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- 2.2 Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution 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.
- 2.3 Indemnification. The Contractor hereby agrees that it will indemnify and defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.
- 2.4 Insurance. The Contractor agrees that while providing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Contractor work site and the service(s) to be received so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Institution.
- 2.5 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 2.6 Campaign Contribution Restrictions. For all state contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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, referenced herein as Exhibit A.
- 2.7 Non Discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "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.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "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;

- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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 C.G.S. § 32-9n; and
- (10) "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 C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, 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 as 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 as 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 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 C.G.S. § 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 C.G.S. § 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.
- (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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

2.8 Family Educational Rights and Privacy Act (FERPA). In performing services pursuant to this contract, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

2.9 Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

2.10 Power to Execute. 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.

2.11 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

2.12 Non-Waiver. None of the conditions of this Contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Contract unless expressly stipulated in such waiver. In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

2.13 Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

2.14 **Include this provision if the contract value is \geq \$50,000. Delete if it is not applicable, and delete all instructions in red.** Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud or collusion with any person.

2.15 **Include this provision if the contract value is \geq \$50,000. Delete if it is not applicable, and delete all instructions in red.** Large State Contract Representation for Representative of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

2.16 **Include this provision if the contract value is \geq \$50,000. Delete if it is not applicable, and delete all instructions in red.** Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost
The basic terms of the consulting agreement are: _____		

Description of Services Provided: _____		

Is the consultant a former State employee or former public official? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES: _____		Termination Date of Employment _____
Name of Former State Agency		

2.17 **Include this provision if the contract value is \geq \$500,000. Delete if it is not applicable, and delete all instructions in red.** Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

2.18 **Include this provision if the contract value is \geq \$500,000. Delete if it is not applicable, and delete all instructions in red.** Iran Energy Investment Certification. (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California

pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" agreement. As such the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

By the Contractor

[Enter Contractor Legal Name] |

Contractor (Legal Name of Contractor)

Signature (Owner or Authorized Official)

Date

[Enter Typed/Printed Name and Title of Owner or Authorized Official] |

(Typed/Printed Name and Title of Owner or Authorized Official)

By the State Contracting Agency

Statutory Authority: Conn. Gen. Stat. §§ 4a-52a and 10a-151b

[CHOOSE AN INSTITUTION] |

Contracting Agency Name

Signature (Authorized Official)

Date

[Enter Typed/Printed Name and Title of Authorized Official] |

(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General

This Contract template, having been reviewed and approved by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.



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 below):

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.