

UNIVERSITY OF CONNECTICUT BUSINESS TERMS AND CONDITIONS

(August 1, 2024)

References herein to “University” shall mean the University of Connecticut (including UConn Health and all regional campuses) and references to “Contractor” shall mean the entity with whom University is contracting. References herein to “Contract” shall mean the agreement between University and Contractor (including any applicable University Purchase Order) to which these terms (“T&Cs”) are incorporated and made a part thereof.

- Access to Contract and State Data.** The Contractor shall provide to the University access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the University that are in the possession or control of the Contractor upon demand and shall provide the data to the University in a format prescribed by the University and the State Auditors of Public Accounts at no additional cost.
- Accessibility.** Contractor agrees that no University funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act.
- Authority to Execute.** The individual signing this Contract on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Contract has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
- Assignment.** No right or duty, in whole or in part, of the Contractor under this Contract may be assigned or delegated without the prior written consent of the University.
- Background Checks.** The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under the Contract unless that employee, independent contractor or agent has 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 conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under the Contract on campus: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University, based on a concern of community or individual safety.
- 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”). The 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 the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. The 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 the Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference.

The 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 the Contractor’s corporate social and environmental practices.
- Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The parties agree that they have specifically negotiated the terms of this Contract and that the provisions of this Contract shall govern and control over any inconsistent provision set forth in any terms of use, terms

of service, terms and conditions, click-through or shrink-wrap provisions, even if accepted by a University end user, absent specific written agreement of the parties to the contrary. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding, and its duly authorized representative has signed this Contract after having carefully read and understood the same. This Contract or Amendment (as the case may be) may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.

8. **Ethics and Compliance.** Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the “Code of Ethics”) applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the “Guide to the Code of Ethics for Current or Potential State Contractors” as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics <https://portal.ct.gov/-/media/ethics/guides/2021/contractors-guide-to-the-code-of-ethics-rev-11-2021.pdf> and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor. As required under Connecticut General Statutes §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

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 the Contract, of this reporting mechanism.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party’s obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract. This section does not excuse the Contractor’s obligation to take reasonable steps to follow its normal disaster recovery procedures.
10. **Governing Law.** The Contract shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
11. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, 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 intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
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 Contract and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

12.1 Commercial General Liability

Each Occurrence	\$1,000,000
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| Products/Completed Operations | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Fire Legal Liability | \$ 100,000 |
- 12.2 Umbrella Liability – Each Occurrence \$1,000,000
- 12.3 Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this Contract and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- 12.4 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.
- 12.5 Workers’ Compensation and Employer’s Liability: As required under state law.
- 12.6 Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Contract. Certificates thereof shall be delivered to the University prior to the commencement of this Contract and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days’ notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

13. Safeguard of Protected and Confidential Data. The Contractor hereby agrees to comply with the data safeguards set forth at <https://uconncontracts.media.uconn.edu/wp-content/uploads/sites/458/2024/06/Confidentiality-Agreement-2024.6.12.pdf>, which are incorporated into this Contract.

14. SOC Reporting. In the event that Contractor is providing software as a service, Contractor shall submit to University annually the Service Organization Controls (SOC) reports for Contractor known as SOC I, SOC 2, and SOC 3, if the Contractor has such reports in its possession.

15. Termination.

15.1 Termination for Convenience. The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut. If this Contract is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice, and the University will remain responsible for payment of all products and services rendered thorough the date of such termination.

- 15.2 **Termination for Budgetary Constraints.** University may terminate this Contract, effective upon Contractor's receipt of written notice, due to insufficient budgetary allotment. University may terminate this Contract if sufficient funds are not provided or allotted in future budgets of University to permit University, in the exercise of its reasonable administrative discretion, to continue this Contract.
- 15.3 **Termination for Cause.** The University may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the Contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.

The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

Remedies for Default: If the solution mutually agreed upon pursuant to this Section is not implemented within the thirty (30) days provided in said section, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.

16. **University Policies.** The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at <http://policy.uconn.edu/> and include, without limitation, the University's smoking policy available at <http://policy.uconn.edu/2011/06/02/smoking/>. In the event the University establishes new policies or procedures following issuance of this Contract or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.
17. **Use of University Marks.** Except as expressly authorized in the Contract, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Brand Partnerships and Trademark Management. "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 the Contract shall terminate at the expiration of the Contract.