

APPENDIX B1 - Purchasing Agreement Format

University of Connecticut



Agreement
for
Purchase of Instruments

Contract Number [_____]

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

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "University"

and

[_____]
[_____]
[_____]

hereinafter "Contractor"

Cathleen Paquette/(860) 486-2620
University Contract Administrator/Phone

[_____]
Contractor Contact/Phone

DEFINITIONS

- A. "Acceptance" of an Instrument occurs upon the earlier of: (i) written notice of the University to the Contractor stating that the University has tested such Instrument and believes it to operate in a manner consistent with the Specifications and (ii) the expiration of a Testing Period without the University issuing of a Compliance Notice.
- B. "Alterations" is defined in Section 1.7.2.
- C. "Collaboration Agreement" is defined in Section 1.8.
- D. "Compliance Notice" is a written notice from the University to the Contractor stating that an Instrument has failed to perform in a manner consistent with the Specifications.
- E. "Instruments" are the instruments listed on [Attachment 1 to the Proposal], any Software, and any Substitution.
- F. "Instrument Prices" are the prices so designated on [Attachment 1 to the Proposal].
- G. "Maximum Amount Payable" is the amount designated in Section 1.3.1.
- H. "Order" is defined in Section 1.2.3.

- I. **“Software”** is any software necessary to use an Instrument as required under the Specifications and any other software installed on an Instrument.
- J. **“Specifications”** are the specifications attached as [Specifications in the RFP and Attachment 5 to the Proposal].
- K. **“Testing Period”** is, as to each Instrument, a period of [_____] days immediately: (i) following the Installation of such Instrument or (ii) in the event a Compliance Notice was issued by the University, following a written notice from the Contractor stating that the Contractor has remedied the Instrument’s deficiencies.
- L. **“Install” or “Installation”** is the installation of an Instrument in the location on the Storrs, Connecticut campus of the University designated by the University and the rendering of such Instrument prepared for its intended use, including the installation of any Software. Installation does not include Alterations.
- M. **“Warranty Period”** shall mean, as to each Instrument, the [_____] year period following Acceptance of such Instrument.

Section 1

- 1.1 **Term.** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter “Services”) referenced herein from:

Effective Date: Upon approval by Office of Attorney General
End Date: [_____]

- 1.1.1 **Survival.** All rights and obligations of the parties under this Agreement shall survive the End Date and termination of the Agreement, except as otherwise provided in Section 1.17.5 and except that the University shall not have the right to issue Orders for Instruments following the End Date.
- 1.1.2 **Amendment Terms.** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

- 1.2 **Brief Summary of Services.**

- 1.2.1 **The Services.** The Contractor will provide the University with the Instruments.
- 1.2.2 **Service Location.** The Contractor will provide Services at such locations on the University’s campus in Storrs, Connecticut as the University may designate.
- 1.2.3 **Orders.** The Contractor shall deliver and Install each Instrument when requested by the University in writing (an “**Order**”). Instrument Prices shall only become due for Instruments so requested. Each such Order shall include, without limitation: (a) the Instrument to be delivered and Installed; (b) the dates of delivery and of Installation; and (c) the location of delivery and Installation.

- 1.3 **Compensation.**

- 1.3.1 **Maximum Amount Payable.** [_____] **Dollars.** The University shall be obligated to pay the Maximum Amount Payable only to extent otherwise due to the Contractor under this Agreement.
- 1.3.2 **Instrument Prices.** For each Instrument requested by the University in writing, the University shall pay the Contractor the correlating Instrument Price. Each Instrument Price shall be paid as provided in Section 1.3.3.
- 1.3.3 **Payment.** Each Instrument Price that may become due pursuant to Section 1.3.2 shall be paid within thirty (30) days of the Contractor's invoice. The Contractor's invoice for an Instrument Price shall be submitted as follows:
[_____] % upon delivery of the Instrument in accordance with Section 1.4.2.1
[_____] % upon Installation of the Instrument in accordance with Section 1.4.2.2
[_____] % upon Acceptance of the Instrument
- 1.3.4 **Taxes.** The University represents that it is a tax-exempt organization and has provided the Contractor with its valid tax-exempt certificate.
- 1.3.5 **Partial Payments.** The Contractor's acceptance of less than the full amount invoiced shall be considered a payment on account of the earliest amount due. The Contractor may accept any check or payment in any amount without prejudice to the Contractor's right to recover the balance of the amount due.
- 1.4 Detailed Contractor Responsibilities.** The Contractor's compensation for the activities described in this Section 1.4 is included in the Instrument Price and, accordingly, such activities shall be conducted at no additional cost to the University.
- 1.4.1 **Performance of Instruments.**
- 1.4.1.1 Specifications. The Instruments shall conform to, and perform in a manner consistent with, the Specifications.
- 1.4.1.2 [Uptime guarantees, other performance guarantees, and UConn recourse in the event guarantees are not fulfilled]
- 1.4.1.3 Warranty. The Contractor's warranty obligations are contained in Section 1.9.
- 1.4.1.4 Acceptance. Notwithstanding anything to the contrary in this Agreement, the occurrence of Acceptance shall not be deemed acceptance of an Instrument that does not meet the requirements of this Agreement and shall not constitute a waiver of any of the University's rights in contract, law, or equity.
- 1.4.2 **Delivery and Installation.**
- 1.4.2.1 Delivery. The Contractor shall deliver each Instrument in a manner consistent with the Order and in accordance with the Incoterms rules for [_____].
- 1.4.2.2 Installation.
- (i) The Contractor shall Install each Instrument in a manner consistent with the Order and this Section 1.4.2.2.
- (ii) [Responsibility for transporting Instrument to site of Installation.]
- (iii) Any damage, including damage to an Instrument or to finished surfaces, resulting from the delivery or Installation or other activities of the Contractor or its subcontractors shall be repaired to the University's reasonable satisfaction at the Contractor's expense.

- (iv) **Compliance.** The Contractor will comply with all statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Services, the location of the Services or the Agreement, to the extent applicable to Contractor's performance hereunder, including without limitation Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and Title 4a concerning State purchasing, including, but not limited to, 22a-194a concerning the use of polystyrene foam; all applicable National Fire Protection Association (NFPA) Codes (such as NFPA 72, 72H, 80, 90A and/or any other codes that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes (CFSC) and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code, latest revisions accepted by Connecticut State Building Code; Joint Commission on Accreditation of Healthcare Organizations, if applicable; manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL) and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards. If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.

1.4.2.3 Coordination.

- (i) In anticipation of delivery and Installation of an Instrument, the Contractor will meet, coordinate and assist the University's project engineer to determine the exact location for an Instrument and to determine the schedule for Installation. The Contractor will also meet and coordinate with any other vendors, including, but not limited to, any construction contractor, to facilitate the Installation of said Instrument.
- (ii) The Contractor will perform a site survey for each Instrument and advise the University of any Alterations or other measures necessary to facilitate Installation.

1.5 **Ownership of the Instruments.**

- 1.5.1 **Instrument.** The Contractor will maintain ownership of, and responsibility for, each Instrument until [_____] in accordance with the Incoterms rules for [_____]. Title and risk of loss will transfer to the University upon [_____]. All goods to be so conveyed to the University will be free and clear of any and all encumbrances of any kind.
- 1.5.2 **Software.** The Contractor shall grant the University, and by Installing an Instrument the Contractor shall be deemed to have granted the University, a perpetual non-exclusive license to (i) use the Software in conjunction with the Instrument; (ii) install and use the Software on other devices to collect and analyze data created by or collected on an Instrument; and (iii) allow third parties to use the Software in the same manner as the University.
- 1.5.3 **Warranty.** The Contractor agrees and warrants that, at the time of delivery of an Instrument, the Contractor shall then hold all rights necessary to convey to the University the rights and interests described in Sections 1.5.1 and 1.5.2.

1.6 **Representations and Warranties.** The Contractor represents and warrants to the University, to the best of Contractor's knowledge, information and belief, that:

- (i) Contractor is a corporation operating under the name of [____], duly organized, validly existing and in good standing under the laws of the State of [____] authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement or subject to a valid exemption.
- (ii) The Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- (iii) The Contractor will comply with all applicable laws in satisfying its obligations to the University under and pursuant to this Agreement.
- (iv) The Contractor's execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: any provision of any laws, any order of any court or government entity, or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- (v) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.
- (vi) As applicable, the Contractor has not, within the three years preceding the date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform the Services for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (vii) The Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
- (viii) The Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.
- (ix) The Contractor's participation in the Agreement is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics.
- (x) The Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.
- (xi) The Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.
- (xii) The Contractor owes no unemployment compensation contributions.
- (xiii) The Contractor is not delinquent in the payment of any taxes owed, or has filed a sales tax security bond, and the Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes.

1.7 University Responsibilities.

- 1.7.1 The University will place Orders for the Instruments prior to the End Date.
- 1.7.2 The University will make such physical modifications to its building and other property (other than the Instruments, to the extent the Instruments are then the property of the University) as are necessary for the Installation of the Instruments ("**Alterations**").
- 1.7.3 The University will make such payments to the Contractor as are required under this Agreement.

1.8 Training and Collaboration. The Contractor shall provide the training and other services, and shall conduct such other activities, as are required under that certain Collaboration Agreement executed, or to be executed, by the University and the Contractor (the “**Collaboration Agreement**”). Except as provided in Section 1.17, nothing in the Collaboration Agreement shall limit the responsibilities of the parties under this Agreement.

1.9 Warranty and Warranty Period Obligations.

1.9.1 **Warranty.** The Contractor warrants to the University that the Instruments will perform in compliance with the Specifications.

1.9.2 **Warranty Period.**

1.9.2.1 The Contractor warrants that the Instruments, as Installed, will perform in a manner consistent with the Specifications. During the Warranty Period, Contractor will, at no additional cost to the University, furnish all labor, travel, and parts necessary to ensure that the Instruments perform in compliance with the Specifications.

1.9.2.2 [Hours and response times for remote support]

1.9.2.3 [Hours and response times for on-site support]

1.9.2.4 [Maintenance services during warranty period].

1.9.2.5 The Contractor shall provide the University with such maintenance services and personnel as is required under the Collaboration Agreement. Such personnel shall be on the University’s site to the extent provided in the Collaboration Agreement.

1.9.2.6 The Contractor will promptly provide the University with written reports of any maintenance that is performed on the Instruments.

1.9.2.7 The provisions of this Section 1.9.2 shall not apply to an Instrument to the extent such Instrument: (i) has been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or the University’s failure to operate the Instrument in accordance with the manufacturer’s instructions or to maintain the recommended operating environment and line conditions; (ii) which is defective due to the University’s unauthorized attempts to repair, relocate, maintain, service, add to or modify the Instrument or due to the attachment and/or use of non-Contractor supplied parts, equipment or software without the Contractor’s prior written approval; (iii) which failed due to equipment, parts or software not supplied by the Contractor; or (iv) which has been damaged from the use of operating supplies or consumable parts not approved by the Contractor.

1.10 Patent, Copyright and Other Infringement Claims.

1.10.1 Contractor warrants that the Instruments, and the parts thereof, do not infringe any patent or copyright.

1.10.2 If University receives a claim that any Instrument, or part thereof, infringes upon the rights of others under any United States or European patent or copyright, the University shall notify the Contractor immediately in writing. In the event of a claim that an Instrument or a part thereof infringes a patent or copyright, the Contractor shall indemnify and hold the

University harmless from all claims, damages, losses, and litigation costs and expenses arising from such claim and the Contractor shall, at its own expense, (i) defend or settle such claims, (ii) procure for the University the right to use the Instrument in question, or (iii) modify the Instrument in question to avoid infringement. If none of the foregoing is reasonably and expeditiously available to the Contractor, the University shall have the right to return the Instrument to the Contractor at the Contractor's expense, and the University agrees to so return the Instrument at the Contractor's written request. In such event, the Contractor agrees to grant the University a credit for the returned Instrument, as depreciated. Depreciation shall be an equal amount per year over the life of the Instrument as reasonably established by the Contractor.

1.10.3 The University retains the right to exercise control over the defense of any claim or action filed against the University or the State based upon the determination that the defense is not being conducted in a manner that reasonably protects the interests of the State as determined in the University's reasonable discretion; provided that the Contractor shall not be liable for any admissions or settlements made without its prior consent, which consent shall not be unreasonably withheld.

1.10.4 The indemnification of the University by the Contractor set forth above in this Section 1.10 shall not apply to any action or claim that is based on such an infringement to the extent that such infringement arises from: (i) compliance by the Contractor with specifications or requirements supplied to the Contractor by the University that differ from the Contractor's standard specifications, provided that the Contractor has notified the University of such difference in advance of so complying; (ii) the combination or utilization of the Instruments with other equipment not made by the Contractor; or (iii) the alteration of the Instruments by a party other than the Contractor or its subcontractors.

1.11 **Designs and Trade Secrets.** Unless otherwise agreed to in writing by the University and the Contractor, any drawings, data, designs, software programs or other technical information supplied by the Contractor to the University in connection with the sale of the Instruments are not included in the sale and shall remain the Contractor's property. The University shall not knowingly disclose to any third party the Contractor's drawings, data, designs, software programs or other technical information and shall use at least the same standard of care to maintain the confidentiality of the Contractor's drawings, data, designs, software programs and other technical information that it uses to maintain the confidentiality of its own information of equal importance. Nothing herein shall prohibit or limit the University from disclosing the Contractor's drawings, data, designs, software programs or other technical information if so required by any court order, subpoena or other legal process, including, but not limited to, any demand made pursuant to the Connecticut Freedom of Information Act, provided, however, that the University shall rely upon any and all applicable trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect the Contractor's drawings, data, designs, software programs or other technical information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the Contractor prior to making any disclosure in order to afford the Contractor the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the Contractor's drawings, data, designs, software programs or other technical information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes. The foregoing shall not limit the confidentiality obligations of the parties under the Collaboration Agreement.

1.12 **Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void, except that the Contractor may assign this Agreement without consent to any subsidiary or affiliated company, and

may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as the Contractor remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

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

If to the University*: University of Connecticut, 3 N. Hillside Rd., Storrs, CT 06269 Attn: Cathleen Paquette

If to the Contractor*: [_____]

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

- 1.14 Commercial Transaction.** The University acknowledges that this is a commercial and not consumer transaction.

- 1.15 Export.** The University agrees the Instruments purchased pursuant to this Agreement shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export laws and regulations.

- 1.16 Indemnification.** The Contractor agrees to indemnify and hold the University, its employees, directors, officers and agents (the "University Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the University Indemnitees, for bodily injuries (including death) or damages to or loss of real or tangible personal property ("Claims") to the extent that any such Claim arises out of or in connection with the negligent or wrongful acts or omissions of the Contractor, its employees or agents in connection with the performance of work under the Agreement, provided that the Contractor is given prompt notice of any such Claim. The Contractor shall cause its insurers to waive their right of subrogation against the Customer to the extent claims arise from the Contractor's negligence.

- 1.17 Default and Termination.**

1.17.1 Either party may terminate this Agreement following an event of default. Each of the following shall constitute an event of default under this Agreement ("Default"):

- (a) a failure by the University to make any payment due to the Contractor within ten (10) days of receipt of written notice of non-payment from the Contractor;
- (b) failure by the Contractor to deliver an Instrument that operates in accordance with the Specifications; and/or
- (c) a failure by either party to perform any other material obligation under this Agreement or under the Collaboration Agreement.

1.17.2 The party claiming (the "Terminating Party") that the other party has committed a Default shall provide a written Notice to Cure to the party claimed to be in Default (the "Defaulting Party") describing the event of Default. The Defaulting Party will have five (5) calendar days to reply to the Notice to Cure and indicate why this Agreement should not be terminated and recommend remedies to be taken.

- (a) If the parties reach an agreed upon solution, the Defaulting Party will then have thirty (30) calendar days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- (b) If a mutually agreed upon solution cannot be reached within twenty (20) calendar days after receipt of the Notice to Cure, the Terminating Party may terminate this Agreement at that time by written notice of such termination.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of agreement, the Terminating Party may terminate this Agreement at that time by written notice of such termination.

1.17.3 Upon the occurrence of a Default by the Contractor, the University may, upon written notice to the Contractor, withhold payment of amounts due under this Agreement until such time as the Contractor has cured such Default.

1.17.4 In addition to the rights set forth above, either party may pursue any and all remedies available to it under this Agreement or applicable law.

1.17.5 Any obligation of the University under this Agreement to Order Instruments shall not survive termination of this Agreement.

1.18 Force Majeure. If the performance of obligations under this Agreement (other than an obligation to make any payments due hereunder) 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 neither party shall have any liability to the other for any loss or damage under or in connection with this Agreement.

1.19 Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and approved by the Office of the Attorney General of the State of Connecticut. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Agreement are legally binding and its duly authorized representative has signed this Agreement after having carefully read and understood the same.

1.20 Exhibits. The Exhibits referenced in this Agreement are incorporated herein by reference.

1.21 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Section 2 - State of Connecticut Required Terms and Conditions

2.1. 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.

2.2. Sovereign Immunity and Claims. (a) 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. (b) 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.

2.3. 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
5. Fire Legal Liability	\$ 100,000

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.

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. Such policies, other than the Workers' Compensation and Employer's Liability policy, shall name, as Additional Insureds, 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 Agreement. Certificate of the policies required hereunder shall be delivered to the University prior to the commencement of this Agreement 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, other than the Workers' Compensation and Employer's Liability policy, be primary.

2.4. 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 (tel. 1—888-685-2637). Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to the 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,

the Contractor is required to notify its employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

2.5 Whistleblowing/Large State Government Contract. If the Contractor is a large State contractor, the Contractor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised. "Large State contract" and "Large State contractor" will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised. Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State 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 the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty. Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

2.6 Non-discrimination.

(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, mental retardation, 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, mental retardation, 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.

2.7. 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.

- 2.8. Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
- 2.9. 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 A.
- 2.10. Use of University Marks.** Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Trademark Licensing. "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 the Agreement.
- 2.11. 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_fillable_form.doc

2.12. Background Checks

(a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract 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 Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to 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.

(b) Without limiting the obligations of Contractor under this Contract, 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 Contractor, its employees, or other persons that Contractor causes to be on the campus.

[signature page follows]

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

UNIVERSITY OF CONNECTICUT:

[_____]:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____

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.