

**Agreement Between Wells Fargo Bank N.A. and Western Connecticut State University
for ATM Services**

This Agreement is made this 1st day of November 2010 by and between Wells Fargo Bank N.A. (hereinafter Bank or Contractor) with offices at 4 Corporate Drive, Shelton, CT 06484 and Western Connecticut State University with an office at 181 White Street, Danbury, Connecticut 06810 (hereinafter WCSU or University).

1. AGREEMENT:

This Agreement, pursuant to an award made to the Contractor under request for proposal 2010-0012-MRC provides for the installation and maintenance of automated teller machines (ATM) to be located at Western Connecticut State University.

A. CONTRACTOR DUTIES

The ATM equipment shall be owned by Contractor and they shall be responsible for any and all repairs required to the equipment.

The Bank shall be responsible for paying all costs for the connections from the ATM equipment to the provided utility source when necessary; utilities will be brought to the equipment by WCSU.

The Bank shall approve the routing, design, and installation of each ATM and related equipment located at the University.

The Bank shall provide to WCSU detailed instructions, including phone numbers and contacts concerning how and where to report machine malfunctions, and operational Issues.

The Bank is responsible for preventive maintenance and any repairs required to the ATMs.

The Bank shall be responsible for all keys including door access fobs obtained from WCSU. Any loss or misplacement of the keys to secure the room shall be reported immediately to the University so the room's lock mechanism can be replaced in a timely manner. The Bank shall report any facts relating to losses incurred from vandalism, break-ins, etc. or other suspected security breaches immediately to the University.

The ATM's shall be ADA compliant.

B. UNIVERSITY DUTIES

The Bank shall be permitted to occupy and use WCSU premises for the purposes of the ATM operation only.

Utilities needed for ATM operation will be brought to the ATM equipment by WCSU.

C. INSTALLATION

The Bank shall install and maintain the equipment at the sole expense and risk to the Bank. All

installation and alterations to the existing space shall have the approval of WCSU and shall be at the Bank's expense. Upon termination or expiration of the contract, the Bank shall vacate the premises and deliver the premises to WCSU in the same condition that existed at the time the Bank entered the premises, reasonable use and wear excepted.

D. ATM EQUIPMENT

The Bank shall install new Wells Fargo Talking WebATM Machines in designated areas of the Midtown and Westside Campus Centers.

2. OPERATIONAL AND FINANCIAL REQUIREMENTS:

A. OPERATIONAL

The Bank shall be responsible for arranging the regular delivery of cash, be it through a qualified cash delivery provider or the Bank.

The ATMs shall be capable of cash withdrawals from checking or savings accounts, transfers between checking and savings, and balance inquiries for Bank customers.

Each machine shall dispense at a minimum \$20 fit bills.

On-site service, support and repair of the ATMs are to be at no cost to WCSU. The Bank shall be responsible for the cost to install and maintain all necessary telephone lines, fixtures and equipment.

The Contractor will provide maintenance for each ATM and interface services provided by its certified provider for security and operations. Each ATM shall be equipped with state of the art software that will have the ability to proactively recognize potential and existing needs for maintenance. Under this maintenance program, issues can be resolved by connecting to the ATM remotely and a technician will be dispatched through an automated system. For example, if cash in the machine runs low, a cash replenishment technician shall be dispatched to replenish the machine before it runs out of cash.

B. FINANCIAL

There will be no cost per transaction for Wells Fargo Bank N.A customers. The cost per transaction for non customers will be \$3.00 for the duration of this Agreement.

All ATMs shall be capable of deposits, cash withdrawals from checking or savings accounts, transfers between checking and savings, and balance inquiries for Wells Fargo Bank N.A customers.

3. TERM AND TERMINATION:

A. TERM

The term of this agreement shall commence on or about November 1, 2010, upon installation of the ATMs. The effective date shall be the date of the signature of the Office of the Attorney General or the date stated above, whichever occurs last. This agreement shall expire October 31, 2013, with the option of renewing for two (2) additional one (1) year extension periods, providing the Bank is not in default of the Agreement, and upon notice from the Bank of their intent to extend the Agreement, at least 90 days prior to the expiration of the then current term. All terms and conditions shall remain throughout the contract period and any executed renewal or extension term. Any change to this Agreement shall be set forth in a written amendment to this Agreement signed by the parties hereto and approved by the Office of the Attorney General.

B. TERMINATION AND BREACH

This Agreement may be cancelled by either party with a minimum of one hundred and twenty (120) days notice, prior to expiration of the initial year and/or each succeeding annual contract periods. Termination may only be with cause. Notices of termination shall be by written notice delivered by U.S. Certified Mail. In addition, the contract may be terminated upon ninety (90) days notice by mutual consent of both parties.

In the event the Bank fails to carry out or comply with any of the terms and conditions of this established Agreement, the WCSU reserves the right to demand remedy of any failure or default within thirty (30) days of notification of the fault or breach of contract. In the event the Bank fails to remedy the failure or default within the specified period, WCSU shall have the right to terminate all or any part of the established contract in accordance with the Terms and Conditions of the contract document.

Under the circumstances of any form of termination, the Bank shall agree to continue to supply services under the terms of this Agreement for an additional ninety (90) days, or until WCSU is able to identify and engage similar services from an alternate provider, whichever comes first. WCSU agrees to exercise due diligence in identifying and engaging an alternative provider in a timely manner.

The Bank properly shall have the right, upon termination of this contract, to remove such furnishings, equipment and machinery placed in, or upon, or affixed to the premises by the Bank within thirty (30) days of the termination. If another bank or vendor is selected to provide continued services for a new contract period, both the Contractor and the succeeding vendor shall work jointly to provide minimum interruption of services. WCSU, at its option, shall retain intact the leasehold improvements, except the ATM equipment, or shall require the Bank to remove such leasehold improvements with thirty (30) days of prior notification. The repairs to the facility shall be required to return the space to its original condition at the expense of the Bank.

4. FEES AND PAYMENT:

The Contractor shall pay WCSU a monthly lease payment in the amount of \$300/month regardless of the level or number of transactions and number of ATMs installed.

5. INSURANCE

WCSU requires that while performing services specified in this Agreement, the Bank shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever.

6. CONFIDENTIALITY

The Bank agrees that any and all WCSU information or data to which the Bank has access shall be held in the strictest confidence and not transferred or transmitted to any unauthorized person. The Bank further agrees to protect said information or data from disclosure while in Bank's custody and the Bank understands that any breach of this Confidentiality Agreement may invoke all of the rights and remedies available under the law.

7. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. The Bank shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the term of this Agreement and which in any manner affect the work or its conduct.

8. CONTRACT ASSIGNMENT

Bank shall not assign or transfer all or any part of its interest under this Agreement without the prior written consent of WCSU, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, WCSU hereby consents to the assignment of this Agreement to any present or future wholly owned subsidiary or parent of Bank or to any successor in interest of the entire business of Bank as a result of the merger, consolidation, purchase, assignment, or by operation of law, provided such assignee has comparable financial strength and will continue to perform the obligations of Bank.

9. CLAIMS AGAINST THE STATE

The Bank agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Bank further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

10. STATE LIABILITY

The State of Connecticut shall assume no liability for services under the terms of this Agreement until the Bank is notified that this Agreement has been accepted by WCSU and approved by the Attorney General of the State of Connecticut.

11. SEVERABILITY

If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

12. FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13. NON-DISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, 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. 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, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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

section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 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.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does 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).

14. EXECUTIVE ORDERS: NOs. 3, 17, 16, 7C, and 14

The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, and Executive Order #14 of Governor M. Jodi Rell promulgated on April 17, 2006 pertaining to the use of cleaning and sanitizing supplies, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

15. AMENDMENT

The parties may agree to amend any provision of this agreement by written amendment signed by them and approved by the Office of the Attorney General.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

CGS10a-151b

Wells Fargo Bank N.A.

By: Amund Hobbs
Title: Vice President
Date Signed: 9/16/2010

Wells Fargo Bank N.A.

By: Min Yoo
Title: Vice President
Date Signed: 9/16/2010

Western Connecticut State University

By: Paul Reie
Title: Vice President for Finance and Administration
Date Signed: 9/20/2010

Office of the Attorney General – State of Connecticut

By: Jane D. Longford
Title: AAG
Date: 9/29/10