University of Connecticut

Purchasing Agreement
for
Microsoft Software

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

University of Connecticut and SHI International Corp
Purchasing Department 290 Davidson Avenue
3 North Hillside Road, Unit 6076 Somerset, NJ 08873
Storrs, CT 06269-6076
hereinafter “University”

Penny Guerin/(860) 486-2621
University Contract Administrator/Phone

Barbara West/ (732) 564-8674
Contractor Contact/Phone

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:

1.1.1 **Effective Date:** July 1, 2013  **End Date:** June 30, 2016

With the option to extend for one (1) additional three (3) year period. Said extension must be effectuated by written amendment to this agreement executed by both parties and approved by the Office of the Attorney General.

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:** Contractor will provide University with the Microsoft Campus Agreement, including the Student Option and the Microsoft Select Agreement with support and maintenance as further described below in Section 1.4.

1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:

University of Connecticut, all campus locations

1.3 **Maximum Amount Payable:** $ 1,800,000.00

1.3.1 **Payment/Pricing Terms:** Net 45 days

1.3.1.1 Pricing for the Campus Agreement is locked for the entire term of this agreement and will be paid in accordance with the following schedule of minimum annual payments:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>July 1, 2013</td>
<td>$502,646.00</td>
</tr>
<tr>
<td>July 1, 2014</td>
<td>$502,646.00</td>
</tr>
</tbody>
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Page 1 of 18
July 1, 2015 $502,846.00.

1.3.1.2. Pricing for the Select Agreement will be in accordance with the monthly media and documentation price lists as described in Section 1.4.1.2. below. Payment will be made on a monthly basis based upon the select products that University purchased in the prior month.

1.3.1.3. Questions regarding invoice reconciliation and resolution of any invoice issues should be directed to Matt Heney at Matt_Heney@shi.com.

1.4 Detailed Contractor Responsibilities: Contractor to provide products to University under the Microsoft Campus Agreement and the Microsoft Select Agreement.

1.4.1 Responsibilities: Contractor will provide the following Services:

1.4.1.1. Products licensed under the Campus Agreement are as follows:

A. Desktop w/ECAL- covers Office Pro Plus- Windows OS Upgrade – Enterprise CAL-Fac/Staff – Part #C27-00617 Qty. 4,275;

B. Operations Manager Enterprise – Ops Management Licenses – Part #UAS-00302 Qty. 150;

C. System Center Ops Manager Server WSQL Technology – Part #EFC-00332 Qty. 2;

D. CoreServer Platform Uplift-Student- allows for unlimited servicers of Windows/Sharepoint/System Center/Exchange/Lync Servers – Part #HAF-00005 Qty. 25,125;

E. CoreServer Platform Uplift- Faculty- allows for unlimited servers of Windows/Sharepoint/System Center/Exchange/Lync Servers – Part # HAF-00005 Qty. 4,275;

F. Business Productivity Online Standard Suite – Upgrd from Core CAL – Part #T6A-00001 Qty. 30;

G. Desktop Optimization Pack – Faculty/Staff Part # WSB-00008 Qty. 4,275;

H. Desktop w/Core CAL- Students- Office Pro Plus – Windows OS Upgrade – Core CAL- Part # 2UJ-00001 Qty. 25,125;

I. Dynamic CRM Online ShrdSvr Restricted PerUsr – Part # DSD-00030 Qty. 45;

J. Project Online w/Project Pro O365A Shared Services PerUsr – Part # 46T-00001 Qty. 25;

1.4.1.2. Products that can be licensed under the Select Agreement include all Microsoft software products and training as listed on the MS-Select Available Software page on the Microsoft Web Site. Contractor will provide monthly media and documentation price lists for pricing verification.

1.4.1.3. Contractor’s Help Program: Contractor’s Help Program will allow the University to realize the benefits and cost savings from the Volume License Agreements without having to change its internal processes and/or workflow. Help will incorporate any of University’s pre-existing license agreements with license programs from smaller publishers in order to establish a single source of information and minimize University’s license tracking requirements. Help will integrate the requirements of the Licensing Agreements with University’s procurement process to maximize the benefits. The Help Program includes the following:
1.4.1.4. **Training:**

1.4.1.4.1. **Training offered by Microsoft:** Microsoft offers E-Learning as part of their Software Assurance Benefits, delivered through their selected partner. A wide range of courses for applications, systems, and servers are available to end users and IT Professionals. Courses are available on-line, via SCORM Packages (Shareable Content Object Reference Model), via ContentHub delivery, or via Microsoft Learning Reseller Delivery Option.

Course subjects include, but are not limited to:

i.) Microsoft Outlook
ii.) Microsoft Word
iii.) Microsoft Excel
iv.) Microsoft PowerPoint
v.) Microsoft Office
vi.) Microsoft Project
vii.) Microsoft Visio
viii.) Microsoft SharePoint
ix.) Microsoft Access
x.) Microsoft Windows
xi.) Microsoft Windows Server
xii.) Microsoft SQL Server
xiii.) Microsoft Exchange

1.4.1.4.2. **Training offered by Contractor:** Contractor offers two types of training:

i.) Contractor training, where Contractor provides information regarding its products and services, the Licensing programs it supports, and its web site; and

ii.) Product-specific training for end users

Contractor understands that in order for the University to realize the benefits of contracting with Contractor, University employees need to understand the products and services that Contractor offers. Therefore, Contractor has a wide variety of training options available to its employees. The following are training services that are available without additional cost:

i.) **Webinars**—The seminar series typically revolve around new technology announcements and Volume Licensing Program changes. The hosts for the seminars include the manufacturer representatives, the Contractor Product Champions and/or the Contractor Licensing Executives.
ii.) Licensing Training—The Contractor Licensing Executives are available for both on-site and web conference training sessions specific to your Licensing Agreements and your negotiated terms and conditions. The topics for these training sessions can include license compliance, True-ups, how to purchase products under your agreements, how enterprise type agreements work and how to obtain products, and many other topics that are critical to your departments and agencies.

iii.) Web Site Training—The Contractor Ecommerce Specialists are available to provide training to those employees authorized to access Your Home @ SHLCOM. Contractor can schedule trainings based on the University’s level of access to the site.

1.4.1.4.3. **Product Training:** Contractor will work with the University to develop a complete package that meets all of University’s needs, from end user training to programs designed for IT representatives. The following training options are available as a fee-based service:

i.) **Class-room Style Training**—off-site from the University. This is designed to meet University’s needs when only a small number of representatives need to receive the training.

ii.) **On-site Training**—a good option for those applications that are used by a large number of users.

iii.) **Computer-based Training**—including training books and educational CDs.

1.4.1.5. **Work at Home Option for faculty and staff:** Microsoft offers a couple different methods for education customers. For any of the options with either program, University cannot distribute or provide Volume License Keys “VLK” to users for Work at Home use.

For Campus Agreement customers there are two program options and a couple different delivery options.

1.) **Work at Home Rights (WAH):** University’s agreement provides Work at Home rights for Office, Windows and any products that University has signed up for under its Campus Agreement. WAH provides rights restricted for 100% work related purposes.

Providing Work at Home to University’s Employees (on-site) - By extending these rights, University accepts responsibility for communicating the terms and conditions to its users. This includes keeping accurate records of software use and distribution.

Delivery Options are:

i.) Provide physical media. All media for software distributed for Work at Home use are only available via authorized WAH media (Arvato). Each media kit is individually serialized. University is not permitted to provide VLK’s or Volume License media directly to an employee, nor may provide any short-term checkout of volume license media, nor duplicate media for WAH use.

ii.) Allow controlled download from University’s secure network server(s) or other storage device(s) utilizing volume licensing media that University acquired for installation on its institution machines (i.e. Starter Kit media).
iii.) Have users bring-in their computers for manual installation by University at a central location that University controls utilizing volume licensing media.

**Providing Work at Home to University’s Employees (hosted).** Downloadable and physical media fulfillment provided through webstore provider, and managed on behalf of University (including all verification, communicating terms and conditions, records and support) at no charge to the University.

2.) **Home Use Program (HUP)** - The Home Use Program provides the ability for University employees to download Office and include rights for personal use at home. This is hosted by Microsoft and activated through Software Assurance Benefits.

1.4.1.6. **Business Continuity and Recovery Plan:** Contractor will provide University with a comprehensive Business Continuity and Recovery plan, which will include redundancy in its servers, generator power and alternate office locations.

1.4.1.7. **Microsoft Agreement Optimization Plan:** Contractor’s Microsoft Agreement Optimization Plan leverages University’s Account Team and defines milestones to ensure the University is on track and receiving the most value from its Microsoft Agreement. It is a best practices approach to Contractor’s support but can be customized throughout the agreement term, based on the stage of the agreement to address specific requirements and needs.

The Plan provides:

i.) Synchronization between annuity, product and refresh cycles so the University can realize the full potential and value from its investment.

ii.) Receipt of tangible deliverable of lifecycle engagement involving both Contractor and the University.

There are six components to the plan:

iii.) Quarterly Review
iv.) Deployment and Adoption
v.) SA Benefit Utilization
vi.) SAM Practices
vii.) True Up Optimization
viii.) Proactive Renewal Planning

University’s Account Executive, in conjunction with the Contractor’s Licensing Executive will execute the plan, customized to the University's agreement and environment.

**On-Line Product Catalog:** Contractor customizes a product catalog for the University to reflect the Microsoft products that are available for purchase, will exclude the products that are covered under the Campus Agreement, and will reflect your contracted pricing. The product catalog also includes detailed product specification and information to assist the user with selecting the license that best meets his or her needs.

**License Tracking:** Contractor will provide its software procurement consulting services combined with robust Software Asset Management (SAM) tools to make it easy for the
University to choose the licensing programs that are right for it and to effectively manage them.

Contractor's tracking abilities will relieve University's burden of managing its purchases. Contractor understands that without the processes and checks and balances that it has in place, the opportunity for error in tracking license purchases is tremendous. University's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.

**Reporting:** Contractor has developed standard reports that meet the needs of most of its customers. If the University has additional reporting requirements, Contractor will develop custom reports. Contractor never charges for the reports it provides, both standard and custom. Contractor's reports are available on a quarterly and monthly basis, as well as ad hoc. Some examples of reports are:

i.) Entitlements Report – This report summarizes University's licensing agreements, anniversary dates and end dates.

ii.) Contract Invoice Detail – This report is a summary of purchases per licensing program for contract milestone comparisons – by point value, quantity, or dollar value, depending upon University's contract terms.

iii.) Maintenance renewal – This report provides advance notice when maintenance purchases are expiring. This report is available in any timeframe that University requests.

**1.4.1.8. Communication:** Contractor will maintain open communication with University to ensure that the most up-to-date information is available and will conduct quarterly business reviews with University personnel. Topics for these business reviews typically include executive overview, review and analysis of University spend, review of contract milestones and renewal dates, review of major accomplishments in areas of cost savings and setting of newly realized goals. Contractor will also create a monthly newsletter which will contain specific information regarding the products that are included in the Agreement.

Contractor will post informational documents on the University home page at SHI.com. The documents will include general information about the Microsoft Campus and Select Agreements, as well as specific information regarding the University, including how to make purchases and where to obtain media.

Contractor will host a series of Web Seminars. These seminars cover a variety of topics relevant to the Microsoft Agreements and Technology. The seminars are announced quarterly at www.shi.com.

**1.4.1.9. Maintenance and Support:** Microsoft Software Assurance for Volume Licensing will help boost productivity across the University by enabling it to get the most from its Microsoft software. Benefits, including 24x7 support, deployment planning services, end-user and technical training, and the latest software releases and unique technologies, are combined in one cost-effective program. Using these benefits can help the University improve productivity and help IT efficiently deploy and manage its Microsoft technology.

Software Assurance Benefits will offer tremendous value to the University. Contractor has dedicated Software Assurance Benefit specialists who are prepared to advise the University on the most appropriate way to activate and distribute these benefits within the organization. This includes a pre and post agreement signing conference call to discuss these benefits to ensure the University understands the full scope of these entitlements and how to most effectively utilize them. Some of the benefits include:

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<tr>
<th>New Product Versions</th>
<th>Provides new software version releases so you have access to, and own, the latest technology.</th>
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<tbody>
<tr>
<td>Packaged Planning Services</td>
<td>Provides structured planning services from Microsoft partners</td>
</tr>
<tr>
<td>Windows Enterprise and MDOP Technologies</td>
<td>to enable efficient deployments, covering desktop (Office and/or Windows), SharePoint®, Exchange, and Business Value Planning Services.</td>
</tr>
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<td>-----------------------------------------</td>
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<tr>
<td>24x7 Problem Resolution Support</td>
<td>Provides six technologies to help manage PCs and improve application deployments. Includes application virtualization, asset and policy management, and diagnostic tools.</td>
</tr>
<tr>
<td>User Training (E-Learning)</td>
<td>Around-the-clock phone and Web incident support for Microsoft desktop and server products.</td>
</tr>
<tr>
<td>Not included for educational institutions</td>
<td>Offers self-paced interactive training designed for end-users and IT professionals, delivered via Internet or Intranet.</td>
</tr>
<tr>
<td>Home Use Program</td>
<td>Needs to be deleted</td>
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| Home Use Program                        | Provides employees with the latest version of Microsoft Office for their home computer, via a low cost download. |

1.4.1.10. **Contractor Resources:** Contractor shall advise University promptly, in writing, of any actual or anticipated changes in account assigned resources that may reasonably be expected to affect Contractor’s obligations under this agreement. Upon good cause and written notice to the Contractor, the University may request the Contractor to replace any Contractor personnel who is assigned by the Contractor to the University account and the Contractor will consider the request and take commercially reasonable effort to promptly remedy the matter or replace such person (except in the case where the person has violated a material provision of the University’s promulgated security or workplace policies then the Contractor shall promptly replace such person). If one of the Contractor’s personnel is removed from the University’s account then Contractor will use commercially reasonable efforts to provide substitute personnel.

1.4.1.11. Contractor agrees to all terms and conditions in the Confidentiality Agreement attached hereto as Exhibit B. Said Exhibit B shall survive any termination of this Agreement.

1.4.2 **Deliverables/Methods:**

1.4.2.1. **Delivery of Media:** Contractor offers three solutions for University to download electronic media. The first is the Microsoft Volume License Center where licensed customers can download products directly from Microsoft. The second and third are Contractor’s own electronic fulfillment systems, delivered through either push or pull technology.

**Electronic Media Fulfillment** – This “pull technology” will allow University to receive the data required to feed into its internal electronic software distribution servers or to create its own CD’s. This service is available for major licensing programs, including Microsoft.

Contractor can make files available on the server as CD Images, or as Compressed File archives. These can be used to burn a CD at the University site, or to load University’s internal servers or software distribution systems.

**Electronic Application Distribution (EAD)**—This “push technology” allows Contractor to integrate with University’s IT Organization and come up with a process that delivers the product directly to an end-user. This offering sends a secure download key for a specific product so the end-user is not presented with any options.

With either Electronic Media Fulfillment or Electronic Application Distribution, Contractor can create a custom image for distribution to University customers.

Physical media is available for purchase. University will place an order with Contractor and Contractor will distribute the product through Worldwide Fulfillment.
### Escalation Procedure for delivery of faulty media and escrow issues:

Contractor's escalation procedure allows for efficient resolution to issues as outlined in the chart below:

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>CONTRACTOR RESOURCE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 1<sup>st</sup> Level | Inside Account Managers  
Eric Cheng  
Jacobi Mack  
Kelly Piotrowski | University's first contact with any issues or questions                      |
| 2<sup>nd</sup> Level | Sr. Account Executive  
Barbara West | Escalation for issues not resolved at the Inside Account Manager level.     |
| 3<sup>rd</sup> Level | SHI Microsoft Team | Provide assistance with contract issues and assistance with the Microsoft Licensing Center |
| 4<sup>th</sup> Level | Microsoft | Contractor will engage its own Microsoft Support Representatives and/or the University Microsoft Representative, as needed, to resolve the issue. |

### University Responsibilities:

1.5.1. University can manage the distribution of licenses on-line through the Microsoft Volume License Service Center (VLSC). The Contract Administrator, as designated on the Microsoft Licensing Agreement, will have a user name and password that allows them access to University Licensing activity. Additionally, the Contract Administrator can designate Contractor as your administrator and Contractor can manage the distribution of product keys and download rights. Contractor will work with the University to review the Microsoft VLSC web site and to assist with determining the management process that works best for the University's licensing environment.

### LIMITATION OF LIABILITY:

(a) **NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE UNIVERSITY TO THE CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.**

### 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: Penny Guerin

If to the Contractor*: SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873 Attn: Contracts

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]
Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the University is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

2.1. **Statutory Authority:** Connecticut General Statute §§ 10a-104, 10a-106, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.

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

2.3. **Insurance:** The Contractor agrees that while performing Services specified in this agreement s/he 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. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.

2.4. **Indemnification:** The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.

2.5. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

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 § 32-5n; 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-68b and 46a-68c and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-58e 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 entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract 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 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 Executive Orders. The 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 16, 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2.8. 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.

2.9. 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.

(a) 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.

(b) 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 agreement at that time by written notice of such termination.

(c) 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.

(d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
2.10. **Termination for Convenience.**

(a) 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.

(b) If this Agreement 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.

2.11. **Force Majeure.** If the performance of obligations under this Agreement 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 Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

2.12. ** 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 if applicable, approved by the Office of the Attorney General. 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.

2.13. **Additional Required Contractor Signature Authority, Affidavits and Certifications.**

(a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: http://www.contracts.uconn.edu/corpres.html

(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/opw/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_nondiscrirm_certification_080207_filleable_form.doc

2.14. 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.

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

**UNIVERSITY OF CONNECTICUT:**

By: [Signature]

Print Name: **RICHARD GRYN**

Title: **EXECUTIVE VP OF ADMIN/CFO**

Date: **6/13/2013**
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 resulting 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/seecc. 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 of 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 percent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.
Exhibit B

Agreed Specification of Services
Regarding the Duty to Safeguard Private Information and Confidentiality
(Confidentiality Agreement)

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

   Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University that a reasonably prudent services provider in the same industry would provide under like circumstances. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

   In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
   a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act ("ECPA"), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards ("PCI DSS"), as amended or updated from time to time.

   b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

   c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information
as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.

d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. **BREACH OF CONFIDENTIALITY.** The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University. In the event that a security breach for which Contractor is responsible exposes the University's confidential data or information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the University. Contractor agrees that it shall bear all costs, including, but not limited to, providing notification and identity theft protection for a period of not less than one (1) year, to those affected or potentially affected by any such breach.

4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax and in writing:
   - Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
   - Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5258, Fax: (860) 486-4527

5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under the University's Identity Theft Prevention Program, as reasonably requested. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate
policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.