



University of Connecticut
Continuing Education

Office of Public Service
and Applied Research

MEMORANDUM

June 24, 1999

To: President, Board of Directors, Adult Learning Program
From: Assistant Dean, Office of Public Service and Applied Research
Subj: **Memorandum of Understanding (MOU)**

1. This Memorandum of Understanding is between the Adult Learning Program (ALP) and the Office of Public Service and Applied Research (OPSAR) of the Division of Extended and Continuing Education at the University of Connecticut.
2. The Adult Learning Program will transfer its affiliation from the Hartford Consortium to the University of Connecticut, effective July 1, 1999.
3. This Memorandum will formalize the roles and responsibilities of the two parties, as ALP becomes a unit of the OPSAR reporting to the Assistant Dean.

The Office of Public Service and Applied Research shall:

- Provide desk space at the West Hartford Regional Campus for part-time support person;
 - Telephone facilities will be supplied by the University
- Provide fiscal management of annual budget, including receiving and disbursing of funds, assist with the preparation of the annual budget and financial statements of account;
- Provide bulk mail service with non-profit indicia;
- Process payroll for one part-time support person;
- Provide 501C3 status for ALP as it is part of the OPSAR
- Provide limited as-needed clerical support at the Storrs campus from Center for Learning in Retirement support person.

An Equal Opportunity Employer

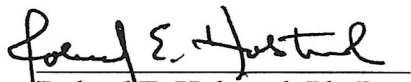
One Bishop Circle, U-56AR
Storrs, Connecticut 06269-4056

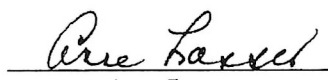
Telephone: (860) 486-1059
Facsimile: (860) 486-5221
web: www.ce.uconn.edu

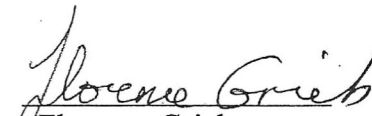
Subj: Memorandum of Understanding (MOU)

The Adult Learning Program shall:

- Provide programming consistent with the mission of the University of Connecticut for the ALP membership;
- ~~Pay fifteen dollars (\$15.00) per member/registrant per fiscal year (01 July 30June) to off-set overhead expense of the University;~~
- Maintain formal relationship with the Elderhostel Network;
- Accept and process course registrations for ALP membership;
- Create and produce marketing materials, consistent with the quality of the University;
- Identify in writing an authorized person(s) to work with the OPSAR Financial Manager for approval of expenditures and oversight of the budget;
- Be responsible to pay for monthly telephone expense;
- Pay direct expenses generated by their own activity.


Roland E. Holstead, Ph. D.
Assistant Dean
Office of Public Service and
Applied Research


Ann Lasser
Co-Chair
Adult Learning Program

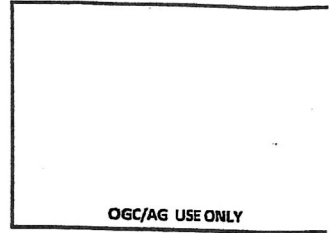

Florence Grieb
Co-Chair



**UNIVERSITY OF CONNECTICUT
CONTRACT/AMENDMENT SUBMISSION CHECKLIST**

Offices of the General Counsel and Attorney General

MOU



EST TYPE: Approval

CAMPUS LOCATION(S): Hartford County Ext.

MISSION DATE: 4/24/2015

SERVICES: Enter Description of Services

SUBMITTER: Cathleen Love, X9081

AMENDMENT #: n/a **PSA #:** n/a

SUBMITTER DEPARTMENT: CAHNR

TERM: 3/1/2015 to 2/28/2020

CONTRACTOR: Adult Learning Program, Inc.

or **Effective Upon Date of Execution** Enter # of yrs from execution

MAXIMUM COST or VALUE: \$ 7500.00 (for complete term of contract)

MARK IF URGENT → Explain Special Circumstances Relative to Urgency and/or Comments:

Click here to enter explanation/comments.

Signature of Dept. Supervisor
(required for urgent contracts)

1.	1, 2	Contractor/Company name (and address) is complete & consistent with the certification of signatory authority (see #26).
2.	2	Term (Contract Period) is clearly stated (including BOTH start and end dates) and consistent throughout contract.
3.	2	Termination Provision(s) present OR - Cancellation/Notice section (on Personal Service Agreements) is complete.
4.	1	Description of Services are complete; state Who, What, When, Where and How services are to be performed.
5.	2	Maximum Value of Contract for entire term (Expenditure OR Income) and Payment Schedule is clearly stated.
6.	n/a	All Attachments are referenced within the contract [i.e. <i>Schedules, Exhibits, etc.</i>].
7.	n/a	Amendments - copies of original contract and all prior amendments are attached [<i>Note: if amendment is not executed by both parties prior to the expiration of the existing contract, a new contract between the parties must be executed.</i>]
8.	✓	Paragraphs or sections are consecutively numbered (including exhibits) No bullets or spaces please.
9.	n/a	Deletions or Additions made after execution have been initialed and dated by all party-signatories.
10.	✓	Business Terms: Submitter confirms that the business terms of the contract have been reviewed and approved by the Department.

REQUIRED STATE OF CONNECTICUT CONTRACT PROVISIONS

If any contract provisions required by the state or AGO are removed or revised, please provide written request for review **prior to execution**. For more information regarding these provisions, please visit: [State Required Contract Provisions](#)

3		University's Statutory Authority to Contract is present (C.G.S. §§ 10a-104 and 10a-108 and/or § 4a-52a and § 10a-151b).
6		Governors' Executive Orders – provision is present.
13.	3	Governing Law provision – is present, making Connecticut law applicable without regard to its principles of conflicts of laws.
14.	3	Nondiscrimination provision – is present, unless the contract is exempt or waiver obtained from the CHRO.
15.	6	Insurance provision – is present and states that Contractor agrees to carry sufficient insurance as to nature of services performed (liability and/or other) so as to hold the State of Connecticut harmless from any insurable causes.
16.	3	Indemnification provision – is present, obligating the contractor to indemnify and hold UCONN/State harmless is present.
17.	3	Claims Against the State – Jurisdictional Provision is present.
18.	n/a	Contracts with Value of \$50K or more in a calendar year – must include the State's Election Enforcement Commission (SEEC) Gift/Campaign Contribution Provision and Notice , per C.G.S. §§ 9-612(g).

IMPERMISSIBLE PROVISIONS

Submitter confirms and verifies that the contract (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Does not Obligate UConn/State to indemnify or hold the contractor harmless (including provisions in which UConn agrees that the contractor will not be liable to third persons for damages arising out of the contract); | <input checked="" type="checkbox"/> Does not waive or modify the implied warranties of fitness or merchantability or limit the contractor's liability; [If so, please attach University memo identifying and accepting provisions which contain the waiver, modification or limitation.]; |
| <input checked="" type="checkbox"/> Does not permit the filing of liens against the State/UConn; | <input checked="" type="checkbox"/> Does not subject the State to <u>binding</u> arbitration; |
| <input checked="" type="checkbox"/> Does not refer parties to a non-State website with additional contract related terms and conditions; | <input checked="" type="checkbox"/> Has not expired or terminated; and |
| <input checked="" type="checkbox"/> Does not subject the University to confidentiality or nondisclosure obligations which conflict with FOIA; | <input checked="" type="checkbox"/> Does not submit UConn to the jurisdiction of another state. |

***FOR PRE-APPROVED FORM/TEMPLATE AGREEMENTS ONLY**

has Not been revised other than insertion of names, term, description of services, identification of persons providing services, and cost.

SPECIAL CONTRACT PROVISIONS
MAY BE REQUIRED UPON REVIEW BY OGC OR OAG

20.	n/a	Whistleblower provision – If Contract Exceeds \$5 million – per C.G.S. 4-61dd(e)– only if a NON-public works contract
21.	n/a	Audit provision – Only Required for both State and Federal Grant-related contracts
22.	n/a	FERPA [Family Educational Rights & Privacy Act] provision – for safeguarding student’s private records
23.	n/a	HIPAA [Health Insurance Portability & Accountability Act] provision – only if Contractor is a Business Associate
24.	n/a	Public Records provision – Only Required If Contract Exceeds \$2.5 million and if Contractor performs gov’t adm/mgmt. functions
25.	n/a	Provision for Programs Involving Minors Regarding Mandatory Reporting– (C.G.S. §§ 17a-101 through 17a-103a)

26. CONTRACT EXECUTION AND SUPPLEMENTAL DOCUMENTATION
The following required Contractor Signing Authority Documentation – must be provided with all executed contracts:

3/26/15	<p>Certification of Signatory's Signing Authority:</p> <ul style="list-style-type: none"> - Must have been <u>Adopted Prior To</u> the signing of the contract and the certification of such authority must be <u>Signed On or After the Contract Execution Date.</u> - If signatory is established by bylaw or other document, a copy of that document must be attached to the Certification if contractor is an LLC, signatory is identified as a member or manager. - If Contractor is a sole proprietor (may be operating as a d/b/a), no certification is required. <p>See website for sample forms and instructions: http://www.attorneygeneral.uconn.edu/contracts.html</p>
4/24/15	<p>UNIVERSITY SIGNATORY: Name/Title and Date of Duly-Authorized University signatory is present. See <u>University Signing Authority</u> for those authorized.</p>
✓	<p>AGO APPROVAL SIGNATORY LINE IS PRESENT "APPROVED AS TO FORM"</p>

27. CONFIRMATION OF RECEIPT OF EXECUTED NONDISCRIMINATION AND ETHICS FORMS
Please do not submit Nondiscrimination & Ethics Forms with your submission; retain them in your department with your executed contract. Submitter/Department confirms below that University has obtained and retains the fully completed OPM forms below:

OPM NONDISCRIMINATION CERTIFICATION: signed *on or prior to* contract execution – N/A
See: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806 (select applicable form based on value of contract and business structure)

OPM ETHICS FORMS: N/A (for all) [NOT REQUIRED for grant contracts OR contracts valued *less than* \$50K in a calendar or fiscal year]
See <http://www.ct.gov/opm/cwp/view.asp?A=2982&Q=386038>

Ethics #1 (Gift & Campaign Contribution Cert). - N/A

1. First certification must be signed *on* the contract execution date. - N/A
2. 12-month anniversary update if multi-year contract is \$50K or more, OR if <\$50K, but amendment increases value to \$50K or more. - N/A

Ethics #3 (Agency Certification) if contract value is \$50K or more, signed *on* the contract execution date. - N/A

Ethics #5 (Consulting Affidavit) if contract value is \$50K or more, dated *prior to or no later than* contract execution date (if sole source award) - N/A

Ethics #6 (Affirmation/Receipt of Ethics Laws Summary) for large State construction/procurement contracts **where value is more than \$500K**, dated *prior to or no later than* contract execution date. - N/A

Ethics #7 (Iran Investment Certification) for any large state contract (as defined by C.G.S. Sec. 4-250) with a value \$500K or more in a calendar or fiscal year with entities outside U.S. and U.S. subsidiaries of foreign entities. - N/A

For Use by Corporation or Professional Corporation
CERTIFICATION OF RESOLUTION

I, Ann Parkhurst, Secretary, of
(Name) (Title)

Adult Learning Program, Inc., a corporation organized and existing under the laws of
(Name of Corporation)

the State or Commonwealth of Connecticut (the "Corporation"), do hereby certify that
(State)

the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of

Directors of the Corporation duly held and convened on March 26, 20 15, at which
(Month/Day) (year)

meeting a duly constituted quorum of the Board of Directors was present and acting throughout,

and that such resolution has not been modified, rescinded or revoked, and is at present in full

force and effect:

RESOLVED: That Patrick Hatcher & David Winer, co-chairs,
(Name) (Title)

of Adult Learning Program, Inc., is empowered and authorized to execute and deliver
(Name of Corporation)

in the name and on behalf of this Corporation a certain contract with the University of Connecticut
for support by the Extension Department of the College of Agriculture, Health and Natural Resources

The undersigned has affixed his/her signature

this 26th day of March, 20 15.
(Day) (Month) (Year)

Signature: Ann Parkhurst
Ann Parkhurst Secretary
(Name) (Title)

L.S.

AGREEMENT
UNIVERSITY OF CONNECTICUT
AND
THE ADULT LEARNING PROGRAM, INC.

This Agreement is entered into with reference to the following:

- I. Adult Learning Program, Inc. ["ALP"] has been affiliated with the University of Connecticut Center for Continuing Studies Life Long Learning Unit ["CCS"] since 1999. As a result of reorganization of CCS, the University of Connecticut ("University") has requested that ALP's affiliation be transferred to the University's Department of Extension in the College of Agriculture, Health and Natural Resources.
- II. ALP is one of more than 300 Lifelong Learning Institutes affiliated with the national Elderhostel/Road Scholar organization. It is a self-governing organization largely composed of volunteer, retired people who share a common desire to keep their minds sharp through ongoing education ("Members"). Members are provided the opportunity to participate in non-credit seminar courses and lectures dealing with current issues, history, literature, health and the arts. Courses are taught by Members of ALP as well as non-paid guest lecturers, professors, judges, clergy and other experts on specific topics. ALP is open to the public.
- III. ALP's website consultant has conferred with the University to determine what steps need to be undertaken to ensure its website complies with University website policies.

This Agreement sets forth the roles and responsibilities of the two parties.

1. The University shall:

- a. Accept and hold all ALP mail at the address designated by the University.
- b. Provide bulk mailing services with non-profit indicia.
- c. Provide ALP with access to its copy facilities.
- d. Provide a website address for the term of this Agreement.
- e. To the extent reasonably possible, confer with ALP to make University personnel and graduate students available to ALP as presenters on lectures on topics of mutual interest. The University understands that ALP does not compensate presenters for their presentations and/or lectures.
- f. Invoice ALP for the costs of copying and bulk mailing. Costs may be deducted by the University from the existing ALP account maintained by the University and Notices of such amounts shall be provided to ALP prior to the deduction, pursuant to Section 5 below.

2. ALP shall:

- a. Maintain its complete independence in setting its own curriculum provided, however, that ALP shall provide the University with course descriptions that are made available to its members.
- b. Continue to solely develop and maintain its budget and spending priorities.
- c. Maintain its relationship with Road Scholar sometimes referred to as Elderhostel.
- d. Make available to the University any financial reports, minutes of its Advisory Board meetings, any changes to its bylaws (all within thirty (30) days of their creation or approval, whichever is earlier) in a format agreed upon by all parties to this Agreement.
- e. Make all changes agreed to between ALP's website consultant and UConn as being necessary for ALP to comply with UConn's policies for websites.

f. Reimburse the University for all bulk mailing and photocopying/reproduction costs at such internal rates as used by the University.

3. **TERM.** The term of this Agreement shall extend for a period of five (5) years, commencing on March 1, 2015 and ending on February 28, 2020. Prior to the end of this Agreement, the parties may renew this Agreement by written amendment executed by both parties and approved by the Office of the Attorney General.

4. **MAXIMUM ANTICIPATED VALUE.** The total maximum value of this contract for the five year term is \$7,500.00.

5. **NOTICES.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing, addressed as follows:

a. If directed to the University, written notice shall be addressed to:

University of Connecticut Extension
 College of Agriculture, Health and Natural Resources
 1376 Storrs Road, Unit 4134
 Storrs, CT 06269-4134

b. If directed to the ALP, written notice shall be directed to:

Adult Learning Program, Inc.
 University of Connecticut
 College of Agriculture, Health and Natural Resources
 Hartford County Extension
 1800 Asylum Avenue
 West Hartford, CT 06117

Commented [NG1]: Added 6/28/2015

NOTATION. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

7. REQUIRED CONTRACT PROVISIONS – STATE OF CONNECTICUT: References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean ALP.

7.1 STATUTORY AUTHORITY. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.

7.2. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

7.3 INDEMNIFICATION. The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.

7.4 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.

7.5 STATE NONDISCRIMINATION PROVISIONS:

1. Non-discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean ALP.

(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.

7.6 STATE 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 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. 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.

7.7 INSURANCE. The Contractor agrees that while performing all services specified in this agreement (s)he will 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 will be filed with the contracting State agency prior to the performance of such services.

8. TERMINATION

8.1 TERMINATION FOR CONVENIENCE.

(a) The University may terminate performance of work under the 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) This Agreement shall remain in full force and effect for the entire term of the contract period stated in section 3 above unless cancelled by the University, by giving the Contractor written notice of such intention. The required number of days' written notice is sixty (60). In the event that the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

8.2 TERMINATION FOR CAUSE. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall 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 shall 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.

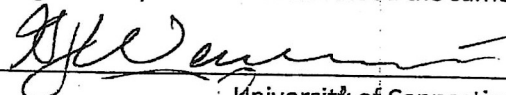
(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

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

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

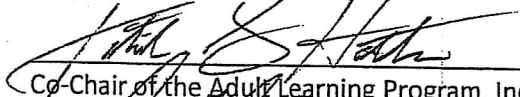
9 FORCE MAJEURE. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, 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.

10 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. 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.



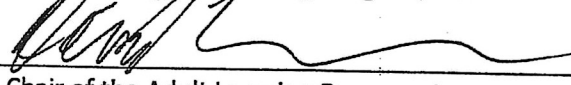
University of Connecticut

4/24/15
Date



Co-Chair of the Adult Learning Program, Inc.

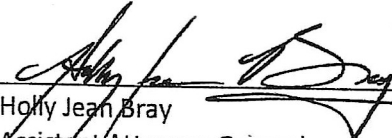
3-26-15
Date



Co-Chair of the Adult Learning Program, Inc.

3/26/15
Date

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF CONNECTICUT
APPROVED AS TO FORM:



Holly Jean Bray
Assistant Attorney General

5/11/15
Date