

STATE TERMS AND CONDITIONS

(July 2022)

References herein to "University" shall mean the University of Connecticut (including UConn Health and all regional campuses) and references to "Contractor" shall mean the entity with whom University is contracting. References herein to "Contract" shall mean the agreement between University and Contractor to which these terms are incorporated and made a part thereof.

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.
2. **Governing Law.** The Contract shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
3. **Claims.** The Contractor acknowledges that the exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State).
4. **Sovereign Immunity.** Contractor acknowledges and agrees that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section in the Contract, this section shall govern.
5. **Executive Orders and Other Enactments.**
 - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
5. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
6. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received 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.