

Exhibit A

WESLEYAN UNIVERSITY

Product & Service Procurement Additional Terms & Conditions

The provisions of this **Exhibit A** will be incorporated into and be considered a part of any agreement entered into between Wesleyan University (“**Buyer**”) and any contractor, vendor, service provider, performer, etc. (**the “Seller”**). Collectively, this Exhibit and the agreement to which it is a part of will hereinafter be referred to as the “**Agreement**”.

- I. **Compliance with Laws.** Seller represents and warrants to Buyer that it is in compliance with all relevant laws and regulations and that the Products/Services to be provided hereunder will be manufactured and provided in compliance with all relevant laws and regulations, including, but not limited to, data security and privacy. With further respect to data security and privacy, Seller agrees that, in providing the Products/Services under this Agreement, Seller shall be bound by Buyer’s [IT Vendor Management Policy](#).

Seller has been provided and has read and understands the current version of the Wesleyan University Employment Code for Service Contractors effective September 1, 2000, and agrees to be bound by the terms thereof on behalf of itself, its employees, subcontractors and agents.

Seller a) understands that Buyer is involved in contractual relationships with the State of Connecticut and b) has read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut General Statutes regarding nondiscrimination and affirmative action (**the “Nondiscrimination Provisions”**). As a required prerequisite to entering into this Agreement, Seller understands and agrees to be bound by the terms of the Nondiscrimination Provisions, all of which are incorporated herein by reference.

Seller acknowledges that certain information about the Buyer’s students may become available to Seller and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related Buyer policies unless valid consent is obtained from the applicable students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Buyer policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Seller agrees that, in performing its obligations under this agreement, Seller shall comply with all requirements of a non-affiliated third-party who receives a financial institution’s consumer or customer information under the Gramm-Leach-Bliley Act of 1999 and applicable regulations (the “GLB”) and other applicable federal or state consumer privacy laws, rules or regulations.

Seller acknowledges and agrees that, if, in performing its services hereunder, it will or may process personal data as defined by the General Data Protection Regulations of the European Union (“EUGDPR”), Seller hereby commits to the confidentiality obligations of the EUGDPR and to take all security measures required pursuant to Article 32 thereof. Seller warrants and agrees not to use a vendor or subcontractor without Buyer’s express written consent and agrees to assist Buyer with its EUGDPR obligations related to security, data breach notification and data protection impact assessments pursuant to the EUGDPR. At Buyer’s request, Seller will return to Buyer all EUGDPR personal data unless otherwise required by applicable law. Seller will, upon request by Buyer, make information available to Buyer evidencing Seller’s compliance with Article 28 of the EUGDPR.

For Sellers providing Products/Services that include electronic information or data, Seller acknowledges and warrants that their services and any product provided is and shall be in compliance, throughout the term hereof, with all applicable disability laws and regulations, including without limitation, the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Seller agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Buyer at no cost. Buyer reserves the right to request, from Seller a timeline by which accessibility standards will be incorporated into any product or services and Seller shall provide such a timeline within a commercially reasonable duration of time. These warranties will not apply to the extent the products provided hereunder are: (i) modified or altered in any way (other than by

Seller); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Seller may make available from time to time; or (iii) used in any manner or for any purpose not permitted by this Agreement. In addition to the requirements of applicable law and regulation, Seller agrees and warrants that it will follow all commercially reasonable information security practices and procedures as necessary in the provision of the Products/Services hereunder.

For Sellers considered Third Party Servicers pursuant to Title 34, Code of Federal Regulations, Part 668, Seller acknowledges that it will a) be jointly and severally liable with Buyer for any violation of Title IV requirements resulting from the functions performed by Seller under this Agreement; b) comply with all applicable statutory, regulatory, and other Title IV requirements; c) refer any suspicion of fraudulent or criminal conduct in relation to Buyer's Title IV program administration to the U.S. Department of Education's Office of the Inspector General; d) confirm student eligibility and return Title IV funds (if required) when a student withdraws if the Seller disburses funds; and e) return all records related to the Seller's administration of the Buyer's participation in the Title IV programs to the Buyer, and if Seller disburses or releases Title IV funds, return all unexpended Title IV funds to the Buyer, if this Agreement with the Buyer is terminated, or the Seller ceases to perform any functions prescribed under the Agreement.

- II. **Termination and Cancellation.** Buyer by thirty (30) days' advanced written notice to Seller may terminate this Agreement for the sole convenience of Buyer with respect to any or all portion of the Products/Services not delivered at the time notice of such termination is given to Seller. In the event Buyer gives such notice, Seller shall immediately stop all work hereunder. Without limiting the foregoing, Buyer may terminate this Agreement immediately if Seller becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors or fails to perform any of its obligations under this Agreement.
- III. **Inconsistent Terms.** Terms of this Agreement shall govern over terms on Seller's quotation or any other Buyer document.
- IV. **Status of Parties.** All services rendered by Seller hereunder shall be by Seller as an independent contractor, and this Agreement does not create a joint venture, partnership, or an employer-employee relationship between Buyer and Seller.
- V. **Insurance.** Seller shall obtain and maintain, at its expense, all necessary insurance coverage, including without limitation, public liability, product liability, auto and workers' compensation insurance as set forth on **Schedule A** attached hereto. All such policies shall provide that the required coverage shall not be terminated without at least thirty (30) days' prior written notice to Buyer.
- VI. **Confidential Information.** All information or data furnished by Buyer to Seller in connection with the performance of this Agreement, including but not limited to Buyer's name and identity, logos, etc. are the exclusive property of Buyer and such information and data shall not be disclosed to others nor used for any purpose other than in accordance with this Agreement without the prior written consent of Buyer.
- VII. **Gifts.** Buyer policy prohibits Buyer trustees, employees, and affiliates from accepting any gifts, gratuities, or other benefits beyond a token value from any supplier or potential supplier to Buyer. Any payment of cash or cash equivalents (gift certificates, etc.) by a supplier to any Buyer employee is strictly prohibited. Buyer employees are required to report any gifts offered or given that are not in compliance with this policy. Similarly, if a Buyer employee solicits a payment or inappropriate gift from any supplier or potential supplier, the supplier should immediately report the violation to the employee's immediate supervisor. A supplier who receives solicitations from any individual should report the matter to the Buyer's Procurement Manager at the address first listed above.
- VIII. **Conflicts of Interest.** All Buyer employees are expected to avoid any interest or association which interferes, might interfere, or might be thought to interfere with the employee's independent exercise of judgment in Buyer's best interest. A conflict of interest may exist where the employee, any member of their family, or any close personal relation (i) has a financial interest in, or obligation to, an actual or potential competitor, supplier or customer; (ii) is a principal, officer or representative of a supplier or customer with whom the employee conducts business on Buyer's behalf; or (iii) accepts gifts of more than token or nominal value from an actual or potential competitor, supplier or customer. Buyer employees are required to disclose any possible conflicts of interest to the general managers of the applicable company or division, or to the applicable corporate department head. Similarly, Seller employees are required to disclose any possible

conflict of interest to the Buyer employee(s) with whom they are negotiating or, if the possible conflict involves such persons, to the appropriate Buyer general manager or department head.

Schedule A

**Wesleyan University
VENDOR & CONTRACTOR INSURANCE REQUIREMENTS
EFFECTIVE 2024**

During the term of this Agreement the Seller shall carry and maintain at its own cost and expense the types of coverage listed, protecting Buyer and Seller from claims which may arise out of or result from Seller's performance under this Agreement, whether such performance be by Seller or by any subcontractor or agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Seller shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Buyer.

The minimum amounts of insurance coverage to be provided by Seller hereunder shall be the greater of the amounts required by law and the following minimum amounts:

<u>Insurance Coverages</u>	<u>Minimum Coverage</u>
<u>Commercial General Liability Insurance, including Bodily Injury, Property Damage, Products and Completed Operations, Contractual Liability, and Liquor Liability with limits of not less than \$1,000,000 per occurrence /\$2,000,000 aggregate. Sexual Abuse and Molestation shall not be excluded.</u>	\$1,000,000/\$2,000,000*
<u>Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement.</u>	Connecticut statutory limit each accident; Employers Liability coverage of \$500,000 each accident bodily injury by accident/\$1,000,000 policy limit bodily injury by disease/\$500,000 each employee bodily injury by disease or as required by Umbrella policy.
<u>Automobile Liability Insurance</u>	Including owned, non-owned and hired automobiles used in connection with the activities undertaken under this agreement with combined single limit of \$1,000,000 for property damage and bodily injury per occurrence.
<u>Excess Umbrella Coverage</u>	\$5,000,000 each occurrence** The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).

Seller agrees that:

1. "Wesleyan University, its officers, agents, servants and/or employees" shall be named as an Additional Insured under the Commercial General Liability, Automobile Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies;
2. Buyer may inspect such policies at all times;

3. Seller will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Buyer thirty (30) days written notice of termination, alteration, or change therein;
4. Seller will cause the insurance company or companies to furnish Buyer with certificate(s) of insurance to be delivered to Buyer prior to the execution of this Agreement, Seller shall be liable to the Buyer for the consequences of Seller's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give Seller thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. Seller's insurance certificate(s) shall also include "Wesleyan University, its officers, agents, servants and/or employees" as an Additional Insured in a conspicuous location.
5. Seller shall submit for review by Buyer upon Buyer's request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Seller fails to maintain such insurance or deliver said certificates or policies, Buyer may terminate this Agreement upon not less than thirty (30) days written notice unless Seller corrects the deficiency within thirty (30) days.
6. The Commercial General Liability, Automobile Liability and Excess Umbrella insurance policies required in this paragraph shall state that such policies are primary and non-contributory with any insurance maintained by Wesleyan University.
7. The Workers' Compensation policy required in this paragraph shall contain an endorsement waiving any and all subrogation rights and any rights to bring any and all Intervening Complaints in any third-party actions as to the Buyer, its officers, agents, servants and/or employees.
8. Insurance Carrier must be rated A- or better by A.M. Best.

* Buyer may require increased general liability or professional liability coverage and/or other insurance coverage for select engagements, including but not limited to environmental engagements.

** Buyer may require increased (or allow lessened) Excess Umbrella Coverage for select engagements.