Exhibit A

WESLEYAN UNIVERSITY
Product & Service Procurement Master 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 and any contractors, vendors, service providers, performers, etc. (“Seller”) Collectively, this Exhibit and the agreement to which it is a part may 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 without limitation, all laws and regulations relating to protection of the environment, public and employee health and safety, employee hiring and equal opportunity and applicable licensure, permitting, etc. as may be required.

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.

II. Termination and Cancellation. (a) 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 in accordance with the terms of such notice, and shall immediately cause any of its suppliers or subcontractors to cease related work.

(b) 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. Buyer may also terminate this Agreement immediately if Seller 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 Seller document.

IV. Status of Parties; Insurance. 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. 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.
V. 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.

VI. Gifts. Buyer policy prohibits Buyer trustees, employees and affiliates from accepting any gifts, gratuities or other benefits that go beyond the common courtesies usually associated with business practices from any supplier or potential supplier to Buyer or that exceed token or nominal value. 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 repeated solicitations from any individual, or solicitations from more than one individual, should report the matter to the Buyer’s Procurement Manager at the address provided in the agreement.

VII. Conflicts of Interest. All Buyer employees are expected to avoid any investment, 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 his or her family or any close personal relation (i) has a significant direct or indirect 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, suppliers 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 general manager or department head.
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:

<table>
<thead>
<tr>
<th>Insurance Coverages</th>
<th>Minimum Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>$1,000,000/$2,000,000*</td>
</tr>
<tr>
<td>Workers’ Compensation and Employer’s Liability Insurance covering each employee engaged in the performance of the work under this agreement.</td>
<td>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.</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>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.</td>
</tr>
<tr>
<td>Excess Umbrella Coverage</td>
<td>$1,000,000 each occurrence** The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).</td>
</tr>
</tbody>
</table>

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.