

WESLEYAN UNIVERSITY MASTER PURCHASE AGREEMENT

This Agreement, entered into as of _____, ____ (the "Effective Date") between **Wesleyan University** with an address of 237 High Street, Middletown, CT 06459 ("Buyer") and _____ with an address of _____ ("Seller"), represents specific agreements which will apply to the products and/or services listed in Schedule A hereto, ("Products/Services"), purchased by Buyer from Seller. Purchases hereunder may be made either on Buyer's standard purchase order or via electronic commerce, hereinafter referred to as "Orders". The terms and conditions of this Agreement shall apply to any such Orders and any provision of products or services by Seller whether or not this Agreement is expressly referenced therein.

- I. **Scope of Agreement.** The Seller shall furnish all Products/Services listed in Schedule A. All costs to Buyer are identified in Schedule A.
- II. **Term.** This Agreement shall be effective for a period of _____ from the Effective Date and may, upon written notice to Seller, be renewed by Buyer for _____ additional periods of _____ thereafter.
- III. **Quantities and Delivery.** Delivery of Products/Services and any related output or reports shall be in accordance with Schedule A and the terms set forth in Buyer's Orders and instructions unless otherwise agreed to by Buyer. All shipments are F.O.B. Destination and shall be made with Buyer designated carriers, and shall include all necessary documentation including, but not limited to, any documentation specified on Schedule A. Title and Risk of Loss to and with respect to the Products will pass from Seller to Buyer upon satisfactory delivery at Destination. Seller and Buyer acknowledge and agree that time shall be of the essence of this Agreement.
- IV. **Invoice and Payment.** Terms are Net Forty-Five (45) days from date of invoice. The purchase price shall include any and all taxes, duties, freight, insurance, and all other similar costs. Seller recognizes that Buyer is a non-profit corporation organized under the laws of the State of Connecticut. Seller warrants that the prices for the Products/Services sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for similar goods in similar quantities and services in similar transactions. Buyer may pay the purchase price in cash, check or via credit/purchasing card.
- V. **Changes.** Buyer shall have the right to change specifications and instructions as to any Products/Services covered by this Agreement and Seller agrees to comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time of performance, an adjustment in the price and time for performance will be made as mutually agreed upon in writing. Unless Seller presents to Buyer an itemized statement of claim against Buyer within twenty (20) days after the receipt of notice of such change, Seller shall be conclusively deemed to have waived all claims against Buyer with respect to such change.
- VI. **Quality and Inspection.** Payment for the Products/Services delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect such Products/Services within a reasonable time after delivery, but such inspection does not relieve Seller of its obligations under this Agreement. Buyer shall have the right in its sole discretion to reject any and all Products/Services that are in its sole judgment defective or nonconforming and the same may be returned to Seller at Seller's expense.
- VII. **Warranty.** SELLER EXPRESSLY WARRANTS TO BUYER THAT ALL PRODUCTS/SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS OR OTHER DESCRIPTION UPON WHICH ANY ORDER IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABILITY, OF GOOD MATERIAL AND WORKMANSHIP AND SHALL BE FREE OF ANY CLAIM OF ANY THIRD PARTY. SELLER WARRANTS THAT ALL SUCH GOODS OR SERVICES SHALL CONFORM TO ANY STATEMENTS MADE ON THE CONTAINERS OR LABELS OR ADVERTISEMENTS FOR SUCH PRODUCTS/SERVICES. THIS WARRANTY SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS AND CUSTOMERS AND USERS OF ITS PRODUCTS. SELLER WARRANTS AND AGREES THAT ALL PRODUCTS/SERVICES AND SPECIFICATIONS FURNISHED BY IT HEREUNDER AND THE USE THEREOF DO NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.
- VIII. **Assignment/Subcontracting.** Neither this Agreement nor any interest herein may be assigned or subcontracted by Seller without the prior written consent of Buyer.

IX. 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.

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.

X. 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.

XI. Inconsistent Terms. Terms of this Agreement shall govern over terms on Seller's quotation or any other Buyer document.

XII. Indemnity. Seller agrees to protect, defend, hold harmless and indemnify Buyer, its officers, trustees, employees, agents, students and invitees from and against any and all claims, actions, liabilities, losses, costs, damages and expenses arising out of or related to (a) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in such Products/Services, whether latent or patent, including without limitation actual or alleged improper construction or design of such Products/Services except to the extent solely and directly attributable to materials, designs or specifications provided by Buyer, (b) the failure of such Products/Services to comply with specifications or with any express or implied warranties of Seller, (c) any breach of the terms of this Agreement or any actual or alleged violation in connection with such Products/Services or the manufacture, possession, use or sale thereof, of any law, statute or ordinance or any governmental administrative order, rule or regulation, or (d) any action or inaction of Seller, its employees, agents, subcontractors, etc. in any way related to this Agreement.

XIII. 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 B 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.

XIV. Responsibility for Damage. Seller shall repair and restore to its original condition any equipment, materials, items, premises, etc. damaged in any way by Seller's operations. Seller shall be entirely responsible for any loss or damage to its own equipment, materials, items, premises, etc.

XV. Complete Agreement. This Agreement, any attachments, exhibits or schedules hereto, all related Orders and any items incorporated herein or therein by reference, contain the entire agreement between Buyer and Seller, and no other agreement shall be binding upon Buyer unless agreed to by Buyer in writing subsequent to the date of this Agreement. The unenforceability in whole or in part of any term or condition of this Agreement shall not affect the enforceability of any other parts of this Agreement.

XVI. Applicable Law & Jurisdiction. This Agreement shall be governed by the laws of the State of Connecticut, United States of America, without regard to application of conflicts of laws principles that would require the application of any other law. Seller hereby submits to the exclusive jurisdiction of the Courts located in or serving Middletown, Connecticut.

XVII. Remedies. Buyer's remedies shall be cumulative and remedies specified herein do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or other provision. Buyer may set off any amount due from Seller to Buyer or any subsidiary of Buyer, whether or not under this Agreement, against any amount due Seller hereunder.

XVIII. 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.

XIX. 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.

XX. 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 his or her 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.

XXI. Additional Privacy Provisions. a) 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.

b) 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.

XXII. Authority. Seller's representative signing below verifies that they have read this complete Agreement, understand its contents, and have full authority to bind and hereby bind Seller.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above written.

WESLEYAN UNIVERSITY (Buyer)

[_____] (Seller)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A

Description of Products / Services and Pricing

Products

Name/Description	Part or Identifying Number	Purchase Price (full cost to Buyer)	Brand if any	Other

Services

Description	Purchase Price (full cost to Buyer)

Schedule B

**Wesleyan University
VENDOR & CONTRACTOR INSURANCE REQUIREMENTS
EFFECTIVE 2021**

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:

Insurance Coverages

Minimum Coverage

Commercial General Liability Insurance. To 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.

\$1,000,000/\$2,000,000^{aa}

Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this agreement

Connecticut statutory limit each accident; Employers Liability coverage of \$100,000 each accident bodily injury by accident/\$500,000 policy limit bodily injury by disease/\$100,000 each employee bodily injury by disease or as required by Umbrella policy.

Automobile Liability Insurance

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.

Excess Umbrella Coverage

\$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.

aa – Buyer may require increased general liability coverage and/or other insurance coverage for select projects, including but not limited to environmental projects.