## Western Connecticut State University
### Personal Services Agreement & Honorarium Request Form

$3,000 or less

1. Complete this form and forward to the Purchasing Office 10 business days prior to the start of the service period.

2. The University and the Service Provider as listed below hereby enter into an agreement subject to the terms and conditions stated herein and/or attached hereto and subject to the provisions of section 4-98 of the Connecticut General Statutes as applicable.

3. Acceptance of this agreement implies conformance with terms and conditions set forth on Pages 2 and 3 of this file, as attached hereto and incorporated by reference.

4. If a service provider will be paid more than $3,000 in any rolling 12-month period, a Personal Service Agreement form CJ-802A must be prepared and approved in advance of the start date of this service.

   **Under no circumstances are any services to be performed under this agreement unless the User Department has received approval.**

### Service Provider

<table>
<thead>
<tr>
<th>Service Provider Name:</th>
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<tbody>
<tr>
<td>Service Provider Address:</td>
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<td>Service Provider Phone:</td>
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<td>Service Provider Email:</td>
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3. **Are you currently or ever have been an employee of the state of Connecticut?**
   - Yes ___ No ___

4. **Do you have an immediate family member who is an employee of the state of Connecticut?**
   - Yes ___ No ___

5. **Have you contracted with this University during the past 12 months?**
   - Yes ___ No ___

### University

6. **University Information:**
   - Western Connecticut State University, 181 White Street, Danbury, CT 06810
   - Agency #7803

7. **Project Director's Name:**
   - Telephone Number:

   **Note:** If numbers 3 and/or 4 above were answered "Yes" and the contract value of this Agreement is equal to or greater than $100 and the fee is to be paid as an independent contractor, this contract must have been awarded through an open and public bidding process.

8. **Banner Index:**
   - Amount:
   - Authorized Funding Signature:

   **Banner Index:**
   - Amount:
   - Authorized Funding Signature:

   **Banner Index:**
   - Amount:
   - Authorized Funding Signature:

   **Banner Index:**
   - Amount:
   - Authorized Funding Signature:

9. **Total Value of This Service:**
   - Authorized Funding Signature:

### Terms and Conditions

10. **Service Period:**
    - From ___
    - To ___

    **Contract Bid Award # if Applicable:**

11. **Number of Days:**
    - This Agreement shall remain in full force and effect for the entire term of service period stated above unless cancelled by the University, by giving the Service Provider written notice of such intention. (Required days notice specified at left.)

12. **The Service Provider agrees to:**
    - (Detailed services must be provided along with special provisions as necessary.)

13. **Total Agreement not to exceed:**
    - (Original Agreement amount + All Amendments.)

14. **Payment to be made under the following schedule upon receipt of properly executed and approved disbursement form:**

### Acceptances/Approvals

**Statutory Authority CCGS 10a-151b**

**Service Provider (Owner or Authorized Signature):**
- Title: ___
- Date: ___

**Appropriate Dean - Western Connecticut State University (Authorized Signature):**
- Title: ___
- Date: ___

**Vice President - Finance and Administration - Western Connecticut State University (Authorized Signature):**
- Title: ___
- Date: ___

**Revised 3/27/2012**

**Document Number: PSA**

**Encumbered (Date & Initials):**
This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971. Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and Executive Order No. Seven of Governor M. Jodi Rell promulgated July 13, 2008. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-33in and, without limiting its applicability and after December 31, 2008, the chief executive officer of each State or quasi-State Contractor, as the case may require, shall add this material to the bids solicitation. As part of these requirements, the chief executive officer of each State or quasi-State Contractor, as the case may require, shall add this material to the bids solicitation.

Terms/Conditions

Executive Orders

This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires. (a) For purposes of this CCR Section only: (1) "Quasi-public agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, as these definitions may otherwise be modified by Title 14 of the Connecticut General Statutes or by this CCR Section, (2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale of or (E) the operation, lease or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public agency, whether in the classified or unclassified service and part or full-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. (6) "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public agency, whether in the classified or unclassified service and part or full-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (7) "Principal" of a State Contract means the chief executive officer of the State or quasi-State Contractor as "principal" means the chief executive officer of the State or quasi-State Contractor as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (8) "Principal" of a State Contract means the chief executive officer of the State or quasi-State Contractor as a person in such capacity or who is in such capacity, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (9) "Principal" of a State Contract means the chief executive officer of the State or quasi-State Contractor as a person in such capacity or who is in such capacity, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. (10) "Principal" of a State Contract means the chief executive officer of the State or quasi-State Contractor as a person in such capacity or who is in such capacity, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing. The CCR Section further provides that the chief executive officer of each State or quasi-State Contractor, as the case may require, shall add this material to the bids solicitation.
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, 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 school district and a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, 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 assure 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 regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-68 and 46a-69 and with each regulation or relevant order or issue, provided 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-68 and 46a-69 and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68 and 46a-69; 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 Contractor is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to arrest the practice of employing 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; and technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to assure 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 assure that all obligations 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 therefor to protect the interests of the State and the Contractor may enter therefor. (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 regulation or relevant order issued 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; (3) the Contractor agrees to comply 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 assure that all obligations 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 therefor to protect the interests of the State and the Contractor may enter therefor. INSURANCE/INDEMNIFICATION

The Contractor hereby agrees that while performing services specified in this agreement he shall 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 for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor hereby indemnifies and shall defend and hold harmless the State, 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 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 act, omission, fault or negligence of the Contractor or its employees, agents or subcontractors.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ENTIRE AGREEMENT

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Agency. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto.

GOVERNING LAW

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

CLAIMS AGAINST THE STATE

The contractor agrees that the sole and exclusive means for the presentation of any claim against the State 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 legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.