

## AGREEMENT FOR COMMISSION OF PUBLIC WORK OF ART

THIS AGREEMENT FOR COMMISSION OF PUBLIC WORK OF ART (this "Agreement") is entered into this 5<sup>th</sup> day of August, 2013 (the "Effective Date") between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 (the "Exchange") and Adam Niklewicz (the "Artist").

WHEREAS, the Exchange requires the services of an artist to create a work of art (hereinafter the "Artwork" in a public space located at 590 Park Street, Hartford, CT 06106 (hereinafter the "Site"); and

WHEREAS, the Artist possesses the experience and qualifications necessary to perform the services described;

WHEREAS, the Exchange wishes to engage the Artist to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The Exchange desires the Artist to perform, and the Artist agrees to perform, the services specified in Exhibit A (the "Services").
2. Administration.
  - a) The individuals in charge of administering this Agreement on behalf of the Exchange and the Artist, respectively, are set forth on Exhibit A.
3. Time of Performance and Term.
  - a) The Artist shall perform the Services at such times and in such sequence as may be reasonably requested by the Exchange. The Artist shall comply with any timeline or deadlines set forth in Exhibit A.
  - b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the reasonable satisfaction of the Exchange, unless sooner terminated in accordance with the provisions herein.
4. Termination.
  - a) Notwithstanding any other provision of this Agreement, the Exchange may terminate this Agreement at any time for any reason. The Exchange shall notify the Artist in writing, specifying the effective date of the termination and the extent to which the Artist must complete performance of the Services prior to such date.
  - b) Upon receipt of written notification of termination from the Exchange, the Artist shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). As soon as possible and no later than thirty (30<sup>th</sup>) days following the receipt of a written termination notice, the Artist shall present to the Exchange a final invoice for Services performed to date.
  - c) The Exchange shall, within forty-five (45) days of final billing, pay the Artist for Services completed to the reasonable satisfaction of the Exchange and any out-of-pocket costs to which the Artist is entitled pursuant to Exhibit A. Notwithstanding any other term of this Agreement,

the Artist shall not be entitled to receive, and the Exchange shall not be obligated to tender to the Artist, any payments for anticipated or lost profits.

5. Payment.

- a) The Exchange agrees to compensate the Artist as set forth in Exhibit A.
- b) Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Exchange. The Artist shall bill the Exchange in three (3) installments as specified in Exhibit A. The Exchange may, prior to authorizing payment under this Section, require the Artist to submit such additional accounting and information as it deems to be necessary or appropriate.
- c) In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Artist's unexcused non-performance under this Agreement against those amounts that are due or may become due from the Exchange to the Artist under this Agreement solely for those deliverables that the Exchange judges do not meet reasonable expectations of Artist's performance, and which have been mutually agreed upon in advance per written communication between the Exchange and Artist. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Artist's breach of this Agreement, all of which shall survive any setoffs.
- d) The Exchange agrees to compensate the Artist for late payment of properly submitted invoices for work adequately performed, at the rate of 1% per month (including partial months) for payments made more than 60 days after receipt of such invoices.

6. Artist's Representations and Warranties. The Artist represents and warrants to the Exchange for itself and for the Artist Agents (as defined in Section 10(d) below), as applicable, that:

- a) The Artist and Artist's Agents possess the experience, expertise and qualifications necessary to perform the Services;
- b) The Artwork is solely the result of the artistic effort of the Artist and the Artist's Agents;
- c) Except as otherwise disclosed in writing to the Exchange, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- d) The Artwork (or any duplicate thereof) has not been accepted for sale elsewhere;
- e) The Artist or the Artist's agents have not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- f) The Artwork is free and clear of any liens from any source whatsoever;
- g) All Artwork created by the Artist under this Agreement whether created by the artist alone or in collaboration with others shall be wholly original with the artist and shall not infringe upon or violate the rights of any third party;

- h) The Artist has taken all necessary action to authorize the execution, delivery and performance of the proposal and this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement;
- i) The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which the Artist or Artist's agents are a party or by which they may be bound;
- j) None of Artist's or Artist's agent's prior contracts with any governmental entity have been terminated by the governmental entity for cause.

7. Warranties of Quality and Condition

- a) The Artist and Artist's agents represent and warrant that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the Exchange under Exhibit A.
- b) The Artist and Artist's agents represent and warrant that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c) The Artist and Artist's agents represent and warrant that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the Maintenance and Conservation manual submitted by the Artist pursuant to Exhibit A.
- d) If within one year the Exchange observes any breach of warranty described in this Section 7, the artist shall cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Exchange. The Exchange shall give notice to the Artist of such breach with reasonable promptness. However, if the Artist did not disclose the risk of this breach in the Maintenance and Conservation manual, and if breach is not curable by Artist, the Artist is responsible for reimbursing the Exchange for damages, expense and loss incurred by the Exchange as a result of the breach of warranty. If the Artist disclosed the risk of this breach in the Maintenance and Conservation manual, and the Exchange accepted that it may occur, as indicated by written final acceptance of the artwork, it shall not be deemed a breach for purposes of this Section 7.
- e) If after one year the Exchange observes any breach of warranty described in this Section 8 that is curable by the Artist, the Exchange shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Exchange may seek the services of a qualified restorative conservator and maintenance expert.

- f) The foregoing warranties are conditional, and shall be voided by the failure of the Exchange to maintain the artwork in accordance with the Artist's specifications and the applicable conservation standards.

8. Ownership/Intellectual Property.

- a) Title to the artwork shall pass to the Exchange upon the Exchange's written final acceptance and payment for the Artwork pursuant to Exhibit A.
- b) One set of presentation materials prepared by Artist and submitted to the Exchange under this Agreement shall be retained by the Exchange.
- c) Unless the parties agree otherwise in writing, all intellectual property rights existing prior to the Effective Date, will belong to the party that owned such rights prior to. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights previously owned by the other.
- d) The Exchange shall own the copyright in the Artwork. The Artist represents that creation of the Artwork shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy.

9. Artist's Rights.

- a) The Artist retains all rights under state and federal law including 17 U.S.C. Section 106A, the Visual Artists' Rights Act.
- b) The Exchange agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist. The Exchange further agrees to take reasonable measures to avoid these from occurring from the gross negligence of the Exchange, its representatives, or employees pursuant to the federal Visual Artists' Rights Act.
- c) If any alteration or damage to the Artwork occurs, the artist shall have the right to disclaim authorship of the Artwork in addition to any remedies he may have in law or equity under this contract. Upon written request, the Exchange shall remove the identification plaque and all attributive references to the Artist at its own expense within 60 days of receipt of the notice. No provision of this Agreement shall obligate the Exchange to alter or remove any such attributive reference printed or published prior to the Exchange's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

10. Insurance.

10.1 The Artist acknowledges that until installation of the Artwork, any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's artwork, regardless of where such loss occurs.

10.2 Before commencing performance of the Services, the Artist shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

a) General Liability: \$378,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

10.3 No later than thirty (30) days after the effective date of this Agreement, the Artist shall furnish to the Exchange on a form or forms acceptable to the Exchange, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the Exchange for the insurance policies required above.

#### 11. Indemnification.

- a) The Artist shall indemnify, defend and hold harmless the Exchange, the State and their respective officers, representatives, agents, employees, successors and assigns from and against any and all (a) Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the Artist or Artist Agents (as defined below); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any form.
- b) The term "Artist Agents" means the Artist's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, or any other person or entity whom the Artist retains to perform under this Agreement in any capacity.

12. Independent Contractor. The Artist is an independent contractor of the Exchange. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the Artist and the Exchange. The Artist shall be solely liable for all wages, benefits and tax withholding for its employees and shall comply with all applicable tax laws. The parties are not an agent to the other, and shall have no authority to bind the Exchange.

13. Compliance with Laws. The Artist will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics.

14. Notice of Special-Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit B with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply as applicable with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General Contractor Registration and Universal Identifier Requirements.

15. Confidentiality.

15.1 In the event and to the extent that the Artist has access to information which is confidential or of a proprietary nature to the Exchange, including, but not limited to, Records, enrollment lists and personal data, technical, marketing and product information and any other proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Artist agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without the Exchange's prior written consent. If the Artist is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the Exchange with prompt notice of the order or requirement, so that the Exchange may seek a protective order or otherwise prevent or restrict such disclosure.

15.2 The Artist acknowledges that the Exchange is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to the Exchange by the Artist or any Artist Agent, regardless of its form, shall be considered confidential, even if marked as such. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession which the Exchange believes it is required to disclose pursuant to FOIA or any other law.

16. Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

**If to the Exchange:**

Connecticut Health Insurance Exchange  
280 Trumbull Street  
Hartford, CT 06103  
Attention: General Counsel

**If to the Artist:**

Adam Niklewicz  
2 Van Rose Drive  
North Haven, CT 06473

17. Miscellaneous.

17.1 This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.

17.2 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Artist may not assign

this Agreement or delegate its duties without the Exchange's prior written permission. Any other assignment in violation of this provision will be null and void. The Exchange may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Artist. This Agreement shall not be binding on the Exchange, and the Exchange shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by the Exchange to the Artist.

17.3 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.

17.4 The Exchange and the Artist shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Artist, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Artist, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

17.5 The parties shall not refer to the Services provided to the Exchange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.

17.6 The Artist shall reasonably cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.

17.7 Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

17.8 The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by the Exchange of any rights or defenses or any immunities provided by federal or state law to the Exchange or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.

17.9 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

17.10 Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.

17.11 This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.

17.12 No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

17.13 This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

**THE CONNECTICUT HEALTH  
INSURANCE EXCHANGE d/b/a  
ACCESS HEALTH CT.**



Peter Van Loon  
COO

08 AUG 13

Date



Adam Niklewicz  
Artist

AUG 1, 2018

Date



## Exhibit A

### **Purpose:**

The Exchange is undertaking a variety of outreach and educational efforts to increase awareness of the Exchange and the health care coverage opportunities available pursuant to the Affordable Care Act. In order to connect with community residents and to build awareness of the Exchange and ACA programs, the Exchange is commissioning the creation of a mural that promotes the concept of a healthy community. The mural will be of an original design, developed by the Artist in consultation with the Exchange, for the community of Hartford, CT to be displayed in a publicly available venue.

### **The Artist shall perform the following Services under this Agreement:**

#### **1.1 Artist's Obligations**

- a) The Artist shall perform all services and furnish all supplies, materials and/or work equipment as necessary for the design and fabrication of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b) The Artist shall prepare the design concept and prepare an original sketch design for a mural painting with the following measurements: 8' by 32' (eight feet in height by thirty two feet in length). The Artist shall provide photographic documentation of the Design Sketch in a format acceptable to the Artist and the Exchange.
- c) The broad theme for the Artwork shall be illustrating healthy communities. The Artist shall determine the artistic expression, design and materials of the Artwork, subject to review and acceptance by the Exchange.
- d) The Artist shall promptly notify the Exchange in writing when all services as required of both parties by this Agreement prior to this paragraph have been completed in substantial conformity with the design and contract documents.
- e) The Artist shall complete the fabrication, and transportation of the Artwork to the Site by the scheduled dates as provided in Exhibit A.
- f) The Artist shall arrange for the transportation of the Artwork to the Site in coordination with Exchange. The Artist shall supervise and approve the installation of the completed Artwork at the Site.
- g) The Artist shall provide a Maintenance and Conservation manual with a description of all materials, processes and products utilized in the artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation.

- h) The Artist shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary.

## 1.2 Exchange's Obligations

- a) The Exchange shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations related to the Site that may impact this Agreement.
- b) The Exchange shall secure written permission from the Site Exchange for installation of the Artwork. The Exchange shall be responsible for all expenses, labor and equipment to complete the installation of the Artwork at the Site.
- c) The Exchange shall promptly notify Artist in writing of its final acceptance of the Artwork within 7 days after the Artist has submitted written notice pursuant to paragraph 1.1 (d) above. The effective date of final acceptance shall be the date the Exchange submits written notice to the Artist of its final acceptance of the Artwork.
- d) The Exchange shall provide and install a plaque on or near the Artwork containing a credit to the Artist listing the Artist's name, and date of publication. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.
- e) The Exchange shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Exchange's control.
- f) All reproductions by the Exchange shall contain a credit to the Artist in substantially the following form: Artist's name, date of publication. The Exchange will give the Artist prior notice of any reproductions.

### Staffing

The Artist is primarily responsible for the performance of this Agreement.

### Administration

The individual in charge of administering this Agreement on behalf of the Exchange is Danielle Williams.

The individual in charge of administering this Agreement on behalf of the Artist is Adam Niklewicz.

### Deadlines/Timeline

Artist shall perform the Services in a timely manner consistent with the needs of the Exchange, recognizing that the Exchange will require immediate assistance. Artist shall complete the Services and deliver the Design Sketch, the Artwork and the Maintenance and Conservation manual, as described in more detail above, on or before September 28, 2013.

If not sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall expire October 31, 2013.

### Compensation

The Exchange shall pay the Artist a fixed fee of \$24,980 Dollars, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and material provided prior to payment thereof:

- a) \$8,326.00 upon the execution of this Agreement, [recognizing that the Artist will invest time and expense in preparing the Design Sketch as set forth under Exhibit A;
- b) \$8,326.00 by August 27, 2013;
- c) \$8,328.00 upon completion of the fabrication, and when the Artwork is ready for delivery and installation at the Site as set for in Exhibit A. Artist shall also deliver the Maintenance and Conservation manual to the Exchange at this time.
- d) The Artist shall not be compensated for time spent in consultation with any employee of the Exchange concerning the administration of this Agreement and/or issues relating to billing.

### Billing

The Artist shall submit three (3) invoices to the Exchange for the payment schedule listed above. Invoices shall, at a minimum, include the Artist name, the Artwork title and identification of the payment installment number.

### Exhibit B

#### A. Nondiscrimination and Affirmative Action

- a) For purposes of this Section A of this Exhibit B, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of this Agreement;
- iii. "Artist" and "Artist" include any successors or assigns of the Artist or Artist;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small Artist or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between 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, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each Artist is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 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) The Artist agrees and warrants that in the performance of the Contract such Artist 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, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Artist 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 Artist further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Artist that such disability prevents performance of the work involved; (2) the Artist agrees, in all solicitations or advertisements for employees placed by or on behalf of the Artist, to state that it is an "affirmative action-equal opportunity

employer" in accordance with regulations adopted by the Commission; (3) the Artist agrees to provide each labor union or representative of workers with which the Artist has a collective bargaining agreement or other contract or understanding and each vendor with which the Artist has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Artist's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Artist agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Artist agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Artist as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Artist agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the Artist's good faith efforts shall include, but shall not be limited to, the following factors: The Artist's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Artist shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Artist shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Artist shall take such action with respect to any such subcontract or purchase order 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 Artist becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Artist may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Artist 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.

#### B. Certain State Ethics Requirements.

- a) For all State contracts as defined in P.A. 07-01 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Artists of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.

b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the Artist must submit a contract certification annually to update previously-submitted certification forms for state contracts. Artists must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the Artist to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The Artist shall comply, to the extent applicable, with 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, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Artist's request, the Exchange shall provide a copy of these orders to the Artist.

D. Trafficking Victims Protections Act of 2000, as amended.

Neither the Artist nor the Artist's employees shall:

- i. Engage in severe forms of trafficking in persons during the term of this Agreement;
- ii. Procure a commercial sex act during the term of this Agreement; or
- iii. Use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments

As a subcontractor of a federal grant recipient, Artist is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subcontractor's Reporting and Executive Compensation.

As a subcontractor of a federal grant recipient, Artist is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at [www.fsrs.gov](http://www.fsrs.gov).

G. General Contractor Registration and Universal Identifier Requirements.

As a subcontractor of a federal grant recipient, Artist is subject to the requirements of 2 CFR part 25, Appendix A, if applicable.