

PERSONAL SERVICE AGREEMENT

THIS PERSONAL SERVICE AGREEMENT (this "Agreement") is effective as of June 1, 2015 (the "Effective Date") by and between the University of Connecticut, a constituent unit of the State of Connecticut ("UConn"), and MT Consulting, LLC ("Contractor").

The parties agree as follows:

1. Contractor Services.

(a) Services. Contractor shall provide the services described in the Scope of Services attached to this Agreement as Exhibit A (the "Services"). The parties will hold regular status meetings by phone or in person and Contractor will notify UConn of any factor or occurrence coming to its attention that Contractor believes is likely to affect its ability to meet the requirements of the Services or to cause any material delay in its performance of the Services.

(b) Contractor Personnel. Only Contractor's Designated Personnel (as defined in the Scope of Services) shall perform the Services on behalf of Contractor.

2. Ownership and Rights.

(a) Work Made For Hire. Contractor is performing the Services for UConn on a work-for-hire basis. UConn shall be the sole owner of all materials (including works in progress) created by Contractor during its performance of the Services (the "Work Product") and all rights, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of authorship and subsequent modification) in the Work Product (collectively, the "IP Rights"). To the extent any Work Product does not qualify as a work made for hire, to transfer all rights (including all IP Rights) in the Work Product to UConn, Contractor hereby irrevocably assigns to UConn all such rights in such Work Product.

(b) Restricted Materials. Contractor may, with UConn's prior written consent, include certain materials in the Work Product that require third-party permissions or consents to include with the Work Product and/or that Contractor does not intend to assign all right to UConn in accordance with Section 2(a) (the "Restricted Materials").

3. Confidentiality. Contractor may not disclose the terms of this Agreement or any non-public, confidential information received from UConn to any third party (other than to its professional advisors) or use such information for any purpose other than for performing the Services, without UConn's prior written consent. The Work Product is the confidential information of UConn.

4. Compensation. To the extent Contractor has performed Services in a manner reasonably satisfactory to UConn during a calendar month, UConn shall pay Contractor the applicable Monthly Fee (as such term is defined in the Scope of Services) for such month. Each such payment shall be made within forty-five (45) days of the date of a properly-submitted invoice issued by Contractor for such payment. Each invoice shall be in a form reasonably satisfactory to UConn. Contractor will not be compensated separately for travel expenses or other expenses incurred by Contractor to perform the Services; all such expenses will be borne by Contractor.

5. Contractor Warranty. Contractor represents and warrants to UConn that: (i) it has the power and authority to enter into, and perform its obligations under, this Agreement; (ii) its

performance of its obligations under this Agreement will not breach or conflict with any agreement or obligation to any third party; (iii) it has the right to grant the rights in the Work Product to UConn as provided in this Agreement; (iv) the Work Product will not infringe or violate any of any third party's IP Rights or rights of privacy or publicity; (v) it will comply with all applicable laws in the performance of its obligations under this Agreement; and (vi) the Services will be performed in a professional manner consistent with industry standards.

6. Indemnification. Contractor agrees to indemnify and hold harmless UConn and its trustees, employees, agents and representatives from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising from any third-party claim arising out of a breach of any of Contractor's representations and warranties in Section 5.

7. Term and Termination.

(a) Term. The Term of this Agreement shall commence on the Effective Date and shall end on the Expiration Date (as such term is defined in the Scope of Services), unless earlier terminated as provided herein. UConn may extend the Term as provided in the Scope of Services.

(b) Termination for Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party's delivery written notice of the breach to the breaching party.

(c) Termination for Convenience. UConn may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to Contractor.

(d) Effect of Termination. Upon any termination of this Agreement: (i) UConn will pay, within thirty (30) days, all undisputed amounts owing to Contractor for Services performed as of the termination date; (ii) Contractor will deliver, in a format agreed upon by the parties, the Work Product (including all works in progress) to UConn; and (iii) Contractor will deliver to UConn (or, upon UConn's request, destroy and certify as to their destruction) all materials containing any confidential information of UConn.

(e) Survival. The following Sections shall survive the termination or expiration of this Agreement: Sections 2, 3, 6, 7(d) and 8.

8. Miscellaneous.

(a) Relationship of the Parties. The parties are independent contractors and not co-venturers or partners. Neither party will have the authority to enter into any contracts in the name of or on behalf of the other party.

(b) Subcontractors. Contractor will not engage subcontractors in the performance of the Services without UConn's prior written consent. Contractor will remain liable and responsible for the performance of all obligations and all actions and inaction by any permitted subcontractor to the same extent as if such performance, actions, or inaction were by Contractor.

(c) Notices. Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class registered mail; or (ii) sent by overnight air courier, in each case to the appropriate address as set forth in the signature page to this Agreement or as notified by the other party in accordance with this Section 8(c). Notices will be

deemed given three (3) business days after deposit in the mail; or one (1) day after delivery to an overnight air courier service.

(d) Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure by a party to enforce any of its rights or remedies under this Agreement will not be construed as a waiver.

(e) Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held unenforceable by a court of competent jurisdiction (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining provisions of this Agreement shall remain in full force and effect.

(f) Integration; Amendment. This Agreement (including any exhibits or schedules attached hereto) contains the entire agreement of the parties relating to its subject matter. This Agreement may not be amended, except by a writing signed by both parties.

(g) Assignment. This Agreement shall inure to the benefit of and bind the parties and their respective successors and permitted assigns. Contractor may not assign its rights or obligations pursuant to this Agreement without UConn's prior written consent.

(h) State Contracting Requirements. The parties acknowledge and agree that the state contracting provisions attached to this Agreement as Exhibit B are incorporated into this Agreement. Connecticut General Statutes Sections 10a-104, 10a-108, 4a-52a and/or 10a-151b provide UConn with authority to enter into contracts in the pursuit of its mission.

(i) Governing Law and Claims Against the State. This Agreement will be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. Contractor agrees that the sole and exclusive means for the presentation of any claim against UConn arising from this Agreement shall be brought in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State), and Contractor agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

(j) Construction. When used in this Agreement, "including" and words of similar import mean "including but not limited to". In the event of conflict between a provision in the Scope of Services and a provision in this Agreement, the provision in this Agreement prevails.

(k) Counterparts. This Agreement may be executed and delivered in counterparts by facsimile or other electronic means.

[signature page follows]

Contractor and UConn have caused their duly authorized representatives to execute this Agreement on the dates noted.

MT CONSULTING, LLC

UNIVERSITY OF CONNECTICUT

By: Michael A. Tranter
Name: MICHAEL A. TRANTER
Title: PRESIDENT
Date: MAY 21, 2015

Address: 26 CHARTER OAK COURT
N. KINGSTOWN, RI.
02852

By: Scott A. Jordan
Name: SCOTT A. JORDAN
Title: Exec. V.P. For Admin. & CFO
Date: 5/20/2015

Address: 3 N. Hillside Road
Storrs, CT 06269

APPROVED AS TO FORM:

[Signature]
Assistant / Associate Attorney General

Date: 5/28/15

EXHIBIT A

SCOPE OF SERVICES

Contractor's Designated Personnel:

Michael Tranghese

Description of Services:

- (1) Advise UConn and UConn's President on strategies to enhance the strength and visibility of UConn's Division of Athletics. Such services may, to the extent requested by UConn's President, include advising UConn's President and others regarding:
 - strategic planning,
 - participation of UConn and other American Athletic Conference members in NCAA-sanctioned athletic events,
 - athletic programing,
 - regional and national marketing,
 - television and radio broadcast partnerships and other regional and national media positioning, and
 - contract negotiation.
- (2) Provide such oral and/or written deliverables as are requested by UConn's President. Deliverables shall be related to the services described in (1) above.
- (3) Participate in such meetings as are requested by UConn's President.

Term:

The "Expiration Date" is the date that is one year from the Effective Date. By written notice to Contractor, UConn may extend the Term for three (3) periods of (1) year each; provided, however, that Contractor may request an increase to the Monthly Fee that would be applicable during any such extension of the Term.

Payment:

The "Monthly Fee" is Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00). The Monthly Fee shall be prorated for any partial month included in the Term. The total amount that may become due to Contractor for Services for the initial one year term is Seventy Five Thousand and 00/100 Dollars (\$75,000.00).

EXHIBIT B

STATE CONTRACTING REQUIREMENTS

1. Executive Orders. Contractor agrees that this Agreement may be subject to the provisions of the following Executive Orders (copies of which are available upon request): Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practice.

2. Non-Discrimination. References in this section to "Contract" shall mean this Agreement.

(a) For purposes of this Section, 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 the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (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 as recognized by the State of Connecticut, widowed, separated or divorced; (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 contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is 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 a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including 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 insure 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 to be provided 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; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 contract is a public works contract, the Contractor agrees and warrants that he 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 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; 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 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 fulfill any obligation 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 thereto to protect the interests of the State and the State may so enter.

(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 to be provided by the Commission on Human Rights and Opportunities 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 provision of this section and 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 fulfill any obligation 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 thereto to protect the interests of the State and the State may so enter.

3. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 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 contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached as Exhibit C.

4. Additional Required Contractor Signature Authority, Affidavits and Certifications.

- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:
- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:

http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

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EXHIBIT C - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable

efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

DEFINITIONS

“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 December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, 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 calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a

licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.