



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7PM  
Thursday, April 6, 2017  
Colchester Town Hall  
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
  1. Approve Minutes of the March 16, 2017 Board of Selectmen Meeting
  2. Approve Minutes of the March 27, 2017 Special Board of Selectmen Meeting
  3. Ethics Commission – Resignation of Debi Marvin
  4. Economic Development Commission – Resignation of Stacey Brown
  5. Tax Refunds & Rebates
5. Budget Transfers
6. Discussion and Possible Action on Proposed Remedy Regarding Encroachment on Town Owned Open Space & Associated Zoning Violation
7. Discussion and Possible Action on Cancelling and Replacing Old Bacon Academy Taxes
8. Discussion and Possible Action on CCAT Consulting and Support Agreement
9. Citizen's Comments
10. First Selectman's Report
11. Liaison Reports
12. Executive Session to Discuss Municipal Employees Union Local 506 Collective Bargaining Agreement
13. Adjourn

*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK

2017 MAR 31 AM 10:03

RECEIVED  
COLCHESTER, CT



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, March 16, 2017  
Colchester Town Hall @7pm

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2017 MAR 17 PM 1:52  
GAYLE FURMAN  
TOWN CLERK

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman Stan Soby, Selectman Denise Mizla, Selectman John Jones and Rosemary Coyle

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** BOF S Lowe, D Mrowka, K & D Gesiak and Clerk T Dean

**1. Call to Order**

First Selectman A Shilosky called the meeting to order at 7:01p.m.

**2. Additions to the Agenda**

A Shilosky asked to remove #13 part Municipal Employees Union Local 506 Collective Bargaining Agreement, and delete #14, renumber remaining items. D Mizla asked to remove from the Consent Agenda 4.5 Tax Refunds & Rebates, renumber remaining items accordingly.

R Coyle moved to approve changes as presented, seconded by J Jones. Unanimously approved. MOTION CARRIED.

**3. Citizen's Comments - none**

**4. Consent Agenda**

1. Approve Minutes of the March 2, 2017 Board of Selectmen Meeting
2. Ethics Commission – Resignation of Shannon Berquist
3. Open Space Commission – Resignation of Linda Grzeika
4. Commission on Aging – Resignation of Linda Grzeika
5. Grant Application for Section 5310 Funding for Vehicle Replacement
6. Application for Title III Grant Renewal

R Coyle moved to approve the consent agenda, seconded by J Jones. Unanimously approved. MOTION CARRIED

**5. Budget Transfers - none**

**6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

**a. Police Commission – Possible Appointment of Debra Marvin to the Police Commission for a three-year term to expire 11/15/2020**

J Jones moved to appoint Debra Marvin to the Police Commission for a three-year term to expire 11/15/2020, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**b. Economic Development Commission – Possible appointment of Jean Walsh from alternate member to regular member for a five-year term to expire on 12/15/2017**

D Mizla moved to appoint Jean Walsh from alternate member to regular member on the Economic Development Commission for a five-year term to expire on 12/15/2017, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**7. Discussion and Possible Action on Grant Contract with the Connecticut State Library**

Library Director K Byroade stated this is to pay for the construction of a fiber optic connection line. There is no cost to the town.

S Soby resolved the duly elected First Selectman is empowered to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for a Fiber to the Library Grant, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**8. Discussion and Possible Action on Veterans' Room Use Policy at the Senior Center**

A Shilosky stated that Senior Services Director P Watts met with the veterans and put together regulations for both the senior center and the veterans usage. An incident at the senior center precipitated this policy.

S Soby moved to approve the Veterans' Room Use Policy at the Senior Center, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**9. Discussion and Possible Action on Automated Fingerprint Identification System Agreement**

S Soby moved to authorize the First Selectman to sign the Automated Fingerprint Identification System agreement, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

**10. Citizen's Comments – S Lowe asked about the Senior Center and background checks for volunteers**

**11. First Selectman's Report**

A Shilosky stated that the town closed on the Lebanon Ave property. EDC is working with the schools and donations to put up signs coming into Colchester. They are in the drawing stages and will be presenting to the Board in the near future once design and locations have been chosen. Soon will be borrowing money for the school project through short term notes. Working with bond council, then they will come to the Board to authorize the process.

**12. Liaison Reports**

D Mizla reported on Board of Education – 3/21 will be the next meeting. 6/30 superintendent will be retiring.

S Soby reported on Planning & Zoning – subdivisions finalized the language from development project. Original condition of approval and second agreement by parties, the condition changed to match the language. Looking at development language of multi-family duplexes in rural zones and putting language around that.

R Coyle reported on Building Committee (attached)  
Fire Department (attached)  
Charter Revision (attached)  
Senior Center Subcommittee (attached)

J Jones reported on Conservation Commission – approved 2 lot subdivision on Old Hartford Rd. Tabled application to build 20 apartments on Amston Rd.  
Historic Commission – open house for new museum will be coming up. Still need to side the building.

**13. Executive Session to Discuss Town Hall Local 1303-254 Collective Bargaining Agreement**

D Mizla moved to enter into executive session to discuss Town Hall Local 1303-254 Collective Bargaining Agreement, seconded J Jones. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:26 p.m.  
Exited from executive session at 7:31 p.m.

**14. Discussion and Possible Action on Town Hall Collective Bargaining Agreement**

S Soby moved to approve Town Hall collective bargaining agreement for July 1, 2017 through June 30, 2021 and authorize he First Selectman to sign agreement, seconded by R Coyle. Unanimously approved. MOTION CARRIED

**15. Adjourn**

J Jones moved to adjourn at 7:35 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachments: R Coyle Liaison reports

Respectfully submitted,



Tricia Dean, Clerk

## Selectman Rosemary Coyle – Liaison Report

### WJJMS Building Committee

1. Approved invoices to Tecton, Arcadis, O&G and the Town of Colchester (\$7,540 – State Building Permit Fee) totaling \$241,460.48.
2. Had an introductory presentation from David Learner from MultiVisata on photographic based construction manager documentation. Actual photos are taken as the work progresses providing a visual history of the project. A full presentation will occur at the Building Committee meeting of April 13<sup>th</sup> at Town Hall.
3. To address security issues of employees working on school property, Good Hire.com will be used provide background checks of all employees working on the project.
4. The Field Office has opened in Portable A. O&G will be pay \$16,800 for the use of the portable.
5. Arcadis brought to the attention of the Building Committee that additional paperwork needs to be submitted to verify the 61% reimbursement of the second gym that was already approved.

### Colchester Hayward Fire Department

1. Continue to work on establishing our own Paramedics program and obtaining licenses.
2. Looking into the American Red Cross Blitz program that would install free smoke detectors in places like Westchester Village and Colchester Commons.
3. Replacement of Ambulance 628 through a lease purchase and trade in the old ambulance.
4. Updated the men's and women's bunk rooms at the Firehouse.

### Charter Revision

1. Plan to send the revisions to the attorney soon and hope to have it back by mid April.
2. Asked the BOS to establish ordinances for Sewer and Water and the Police Commission that replicate the Charter language as they are recommending deleting this language from the Charter.
3. ~~Planning a Public Forum on May 1<sup>st</sup>.~~
4. Discussed transfer language with Rob Tarlov who brought it to BOF and adjustments were made to include the BOF again in transfer language between departments.

## **Senior Center Subcommittee**

1. Discussed recommendations to send on to the BOS that will be finalized at our next meeting.
2. April meeting is canceled and the next meeting will be a special meeting on May 10<sup>th</sup>.
3. Reviewed preliminary financial projections
4. Will be reviewing specifications as per our charge from the SRC Strategic Planning committee.



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Special Meeting Minutes  
Monday, March 27, 2017  
Colchester Town Hall @1pm

**MEMBERS PRESENT:** First Selectman Art Shilosky, Selectman John Jones, via teleconference Selectman Stan Soby, Selectman Denise Mizla, and Selectman Rosemary Coyle

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** CFO M Cosgrove, Treasurer J Ringo, S Schuster and Clerk T Dean

**1. Call to Order**

First Selectman A Shilosky called the meeting to order at 1:00p.m.

**2. Discussion and Possible Action on Sale of Bond Anticipation Notes for WJMS Project**

R Coyle moved to move forward with sale of bond anticipation notes for the WJMS project in the amount of \$9,550,000 for a nine month period, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**3. Adjourn**

J Jones moved to adjourn at 1:01 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED  
COLCHESTER, CT  
2017 MAR 27 PM 1:27  
Gayle Furman  
TOWN CLERK

**Tricia Dean**

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**From:** Debi Marvin <DebiMarvin@msn.com>  
**Sent:** Thursday, March 23, 2017 7:34 AM  
**To:** Tricia Dean  
**Subject:** Ethics Committee resignation

This email is to confirm my resignation from the Ethics Committee effective immediately. Thank you for the opportunity to serve on this committee.

Debi Marvin

AArch 17, 2017

Stacey Brown

29 Old Rod Rd

Colchester, CT 06415

First Selectman,

Thank you for the opportunity to help  
with our town's Economic Development Commission.

Unfortunately, I need to resign my position as  
member. ~~When~~ my time becomes more available, I

look forward to helping serve Colchester in the  
future.

Thank you,






**Code Administration**  
Building Official  
Fire Marshal  
Wetlands Enforcement



**Planning and Zoning**  
Planning Director  
Zoning Enforcement  
Town Engineer

## MEMORANDUM

To: Board of Selectmen  
From: Daphne C. Schaub, CZEO   
Assistant Planner/Zoning Enforcement Officer  
Date: March 30, 2017  
Re: Proposed Remedy - Encroachment on Town Owned Open Space &  
Associated Zoning Violation

During the course of a routine application review, I came across some conflicting information involving construction of an above-ground pool and associated deck, patio, and shed. Upon further review with the help of the current property owner and her surveyor, it became clear that not only were these improvements built in the front and side setback areas but they also encroached upon and cleared town owned open space.

The property owner's surveyor has proposed a remedy which has been preliminarily reviewed by the Planning and Zoning Commission, who has looked favorably upon the remedy and will consider the necessary re-subdivision should the Board of Selectman agree that it is the most practical and fair remediation of the violations present. With your favorable response to the proposal for a land trade, the property owner will apply to the PZC for a resubdivision of Lot No. 002-010 of the Subdivision Plan of George Nager, Middletown Road, Bigelow Road & Waterhole Road. The PZC will review the plan for appropriateness and conformity with the Subdivision Regulations, the Land Development Regulations, and the Plan of Conservation and Development. Upon successful approval of the re-subdivision the property owner will be responsible for preparing and filing all documentation for the subsequent land trade and re-subdivision.

During the re-subdivision review process Town Staff will fully review this proposal and make a report to the PZC. Should the proposal not be approved for any reason, it will be the position of the Town that all structures shall be removed or relocated to comply with all setbacks and the existing open space shall be restored to the conditions which existed prior to being cleared. Thank you for your attention to this matter.

**JOEL M. FULLER L.S.**

**860- 295-0822**

FEB. 22, 2017

#191 JONES HOLLOW ROAD  
MARLBOROUGH, CONN.  
06447

**TO: BOARD OF SELECTMEN  
COLCHESTER, CONNECTICUT**

**RE: 36 WATERHOLE ROAD  
COLCHESTER, CONNECTICUT**

*DEAR SELECTMEN,*

*THIS LETTER IS TO ASK FOR A OPINION ON THE PROPOSED LAND SWAP BETWEEN THE TOWN OF COLCHESTER AND MY CLIENTS KIMBERLEY A. CARLONE & LAURA E. CARLONE OF 36 WATERHOLE ROAD.*

*IN THE PROCESS OF CONSTRUCTING A POOL AND ASSOCIATED CONCRETE WALKS AND DECK MY CLIENTS INADVERTENTLY ENCROACHED ON THE OPEN SPACE DEEDED TO THE TOWN FROM A SUBDIVISION TO THE EAST FOR NUTMEG CIRCLE.*

*A POOL PERMIT WAS GRANTED BASE UPON AN ASBUILT SURVEY DONE IN 2005 THAT SHOWED THE EXISTING HOUSE LOCATION 28' FROM THE LOT LINE. THIS HOUSE LOCATION HAS BEEN SHOWN TO BE IN ERROR. THE HOUSE LOCATION IS ACTUALLY MUCH CLOSER TO THE EXISTING LOT LINE OR OPEN SPACE PARCEL BY MY SURVEY WORK.*

*MY CLIENTS INADVERTENTLY PERFORMED CLEARING & GRADING WITHIN THE TOWN OPEN SPACE.*

*I PROPOSE RELOCATING THE EXISTING OPEN SPACE BOUNDARY THAT WOULD ALLOW USE OF THE AREA. FRONTAGE OF OPEN SPACE ALONG BIGELOW ROAD WOULD NOT BE DIMINISHED AND FINAL AREA OF TOWN OPEN SPACE WOULD BE INCREASED AS MY MAP SHOWS.*

*ANY CHANGES TO THE OPEN SPACE BOUNDARY WOULD REQUIRE A RE-SUBDIVISION APPROVAL AND PUBLIC HEARING.*

*WE HAVE SHOWN THE PROPOSED LAND SWAP TO THE COLCHESTER PLANNING AND ZONING BOARD AT THEIR LAST MEETING AND RECEIVED A FAVORABLE OPINION ON PROCEEDING BASED UPON A FAVORABLE OPINION FROM THE BOARD OF SELECTMEN.*

*MY MAPPING SHOWS THE EXISTING CONDITIONS ON THE SITE AND THE PROPOSED BOUNDARY CHANGES.*

COLCHESTER PLANNING AND ZONING COMMISSION  
REGULAR MEETING MINUTES  
Wednesday, February 15, 2017  
Town Hall, 127 NORWICH AVENUE, COLCHESTER, CT  
7:00 P.M.

**MEMBERS PRESENT:** Chairman Joseph Mathieu; Mark Noniewicz, Jason Tinelle and John Rosenthal; Alternates: Beverly Seeley and Karen Godbout; Stan Soby, Board of Selectman Liaison;

**MEMBERS ABSENT:** John Novak, Vice Chairman; Dave Gesiak;

**STAFF PRESENT:** Randy Benson, Planning Director/Zoning Enforcement Officer; Daphne Schaub, Assistant Planner/Zoning Enforcement Officer and Gail Therian, Clerk

1. **CALL TO ORDER** –Chairman Mathieu called the meeting to order at 7:01 p.m.

2. **Roll Call**

Chairman Mathieu asked the clerk to note those in attendance. B. Seeley and K. Godbout were seated as a voting members.

3. **Additions to Agenda**

D. Schaub asked that an item be added under Item #9 – Preliminary Reviews to allow a resident of Waterhole Road to present a preliminary plan to address a current zoning violation.

Chairman Mathieu asked for a vote to add to the agenda under Item #9 Preliminary Reviews an Item A – “Waterhole Road Matter.”

So moved, by M. Noniewicz, seconded by J. Rosenthal. **Motion carried unanimously.**

4. **Minutes of Previous Meetings** – Minutes of the Regular Meeting January 18, 2017

**Motion** by M. Noniewicz, seconded by J. Rosenthal to approve the Regular Meeting Minutes of January 18, 2017 as written. **Abstention:** J. Tinelle and K. Godbout All others in favor **Motion carried.**

5. **Public Hearings** – None

6. **New Business & Applications Received:**

- A. **SUB#17-434 – RMD Land Development, LLC, Applicant/Owners**, Application for a 2-Lot subdivision of 4.2 acres, Miller Road and Old Hartford Road, Assessors Map 05-10/026-00, Lot 26, Suburban Zone

R. Benson told the Commission that this application was recently received and not reviewed by Staff at this meeting. The Commission accepted this application to be heard at the next meeting..

7. **Five Minute Session for the Public** – No one spoke

8. **Pending Applications:** - None

9. **Preliminary Reviews** –

- A. **Waterhole Road Matter**

Joel Fuller, Licensed Land Surveyor, representing Kimberly Carlone, 36 Waterhole Road, presented a plan to correct a current Zoning violation. He explained the history of the property and said that the original as-built survey was done in the 1970's. In 2005 an as-built survey was done and did not show the house in the correct location. Ms. Carlone has recently installed a pool because the house location was incorrect the pool is in the Open Space. Ms. Carlone purchased a piece of property adjoining 34 Waterhole Road recently and would like to subdivide the property. She would like to give the appropriate amount of Open Space to the Town to compensate for the loss of

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COLCHESTER, CT  
2017 FEB 17 PM 3:39  
JOHN CLERK  
DAPHNE SCHUB  
RANDY BENSON

FY 14/17

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reimbursement of property taxes for portion of Old Bacon Academy leased to the Town for the Alternative Education Program in accordance with Article 8 Taxes of the leased agreement dated 10/26/2007 between the Bacon Academy Board of Trustees and the Town of Colchester.

Reason for Available Funds:

Contingency funds included in adopted budget

From:

Account Number	Account Name	Amount
11110-509000	Contingency	2,325
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

11201-45250	Property Tax	2,325
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

  
Department Director or Supervisor - Signature

Print Name

Date Reviewed

  
Chief Financial Officer

Date Approved

  
First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Breakdown of Bacon Academy taxable & exempt assessment on the 2015 Grand List

	Assessment	Taxes
Bacon Academy Building (Exempt Portion)	\$194,390	n/a
Bacon Academy Land (Exempt Portion)	\$49,060	n/a
Bacon Academy Building (Taxable -- Leased to BOE)	\$75,200	\$2,324.44
Day Hall Building (Taxable -- Leased to daycare)	\$84,000	\$2,596.44
Day Hall Land (Taxable -- Leased to daycare)	\$49,050	\$1,516.14
<b>TOTAL</b>	<b>\$451,700</b>	<b>\$6,437.02</b>

FY 14/17

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation


Department:

Reason for Request:


Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="11110-50900"/>	<input type="text" value="Contingency"/>	<input type="text" value="2,234"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="11201-45250"/>	<input type="text" value="PROPERTY TAX"/>	<input type="text" value="2,234"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested  Department Director or Supervisor - Signature

Print Name

Date Reviewed  Chief Financial Officer

Date Approved  First Selectman

Date Approved  Board of Selectmen Clerk

Date Approved  Board of Finance Clerk

## Tricia Dean

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**From:** Carl Fazzina <cfazzina@ccat.us>  
**Sent:** Monday, March 13, 2017 1:35 PM  
**To:** Tricia Dean  
**Cc:** Dan Salazar  
**Subject:** Agreement for quick information collection and block of hours for support  
**Attachments:** Block of Hours for Technology Consulting and Support - CCAT Colchester 2017.pdf

Hi Tricia,

Dan spoke with Art and Mario about back up support in case Mario was out. This agreement would give us 6 hours to come back, collect info on your systems, and then sit tight until you needed help. You don't prepay for the hours in this block. You only pay for what you use after you use it. If, after the 6 hours, we don't end up helping you on anything, you don't pay us for anything but the 6 hours.

Let me know if you have any questions.

Sincerely,

Carl

Carl Fazzina  
Business Relationship Manager  
CCAT, Inc.  
860 282 4943 Office  
860 268 9112 Cell  
[cfazzina@ccat.us](mailto:cfazzina@ccat.us)  
[www.ccat.us](http://www.ccat.us)

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## Block of Hours for Technology Consulting and Support

### Client Information

Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415  
(860) 537-7200

### Administrative Contact

Tricia Dean  
Executive Assistant to the First Selectman  
tdean@colchesterct.gov  
(860) 537-7220

### Administrative Contact

Art Shilosky  
First Selectman  
  
(860) 537-7200

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### Service Type

Project

### Description of Services

#### Block of Hours for IT Consulting

#### Deliverable

CCAT will provide a block of between **40 - 77 hours** (165.00/hour - \$85.00/hour, depending on the tier of consultant used) to provide assistance with technology issues. In addition, CCAT will send a Tier III (\$165.00/hour) consultant to collect information on the client's systems, passwords, and documentation for use when CCAT assists the client through this or other agreements in the future. This collection is expected to use approximately 6 hours of Tier III time from this agreement.

If the client does not use the entire block of time for this need, any remaining time may be used for other technology consulting and will be billed at the appropriate Tier rate based on the services delivered. (A description of CCAT's consultant "Tier" and the rate is below.)

Client is not required to use all of the allotted time in this agreement, prepay for service time, or pay for any unused portion of service time in this agreement.

The block services can be initiated by email and phone 5 days a week, 9 hours per day (8 to 5) with a response time of less than 1 hour to begin diagnosis via [help@ccatsupport.com](mailto:help@ccatsupport.com) ticket system. Emergency support is initiated by client request and will be provided at special/emergency rates, detailed in the rate structure portion of this agreement, for projects and activities that are performed during non support hours. This special/emergency support will have a 4 hour response time to begin diagnosis or initiate service.

CCAT will provide services and cost estimates based on our standard rates and billed against the remaining funds allocated in this block agreement. If emergency support is required, it will be billed against the remaining funds at the emergency rates below.

#### Service Consultant Tiers and **Standard Rates:**

There are 3 Tiers of Support. CCAT selects the Tier based on the client requirements for a given project or portion of a project.

Tier I can handle desktop support, workstation installations, workstation software patches, workstation security updates, basic workstation trouble shooting, user password resets, printing issues, and day to day issues



confronting most users in your organization most of the time. **\$85/hr.**

Tier II can handle Tier I tasks, as well as more advanced networking, server installations, server software upgrades and patches, network appliances, network performance optimization, and network Tier issues that ensure the organization is running at peak performance. **\$135/hr.**

Tier III can handle Tier I and II tasks, but will tend to focus on strategic technology issues and specialized technology deployments. Examples of Tier III could be select portions of projects involving virtualizing servers, virtualizing the desktop environment, or assessing the security profile of a network. Non-technical examples of Tier III would be strategic technology planning and consulting. **\$165/hr.**

**Emergency Rates/Special Rates** are as follows;

Tier I **\$130/hr**

Tier II **\$202/hr.**

Tier III **\$250/hr.**

**Client will only be billed for work performed for client up to the maximum amount detailed in this agreement.**

#### **Service/Deliverable Dates**

March 01, 2017 December 31, 2017

**Subtotal: \$6,600.00**

#### **Payment Terms**

Payment is due 30 days from invoice. This proposal is subject to the most recent version of CCAT IT services terms and conditions, incorporated by reference, located at <https://www.ccat.us/it/it-master-services-terms-conditions>.

Invoices will be submitted on a monthly basis.

#### **Required Client Resources**

None.

#### **Delivery**

None.

<b>Description</b>	<b>Quantity</b>	<b>Price</b>	<b>Subtotal</b>
Block of Hours for IT Consulting	40 - 77 hours	\$6,600.00	\$6,600.00
<b>Total Value</b>			<b>\$6,600.00</b>

#### **Project Timeline**

March 01, 2017 to December 31, 2017

  
Natalie J. Rea  
CCAT, Inc.  
Chief Administrative Officer

03/13/2017

Date

Customer Authorized Signature

Date

Print Name, Title

- Connecticut Center for Advanced Technology, Inc. - <https://www.ccat.us> -

## IT Master Services Terms & Conditions

Posted By *Matthew Perry* On November 2, 2016 @ 12:31 pm In | [Comments Disabled](#)

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### IT Master Services Agreement (v. 4 | 10/10/2016)

#### A. INTRODUCTION:

**1. TERM:** This Agreement shall be effective upon the last date of execution and shall continue until either party provides notice of termination consistent with Section G.1.

**2. TASK ORDER:** A "Task Order" shall mean any additional document, including any proposals, executed by CCAT and Client, referencing this contractual agreement with specific work detail pertaining to services or products to be provided by CCAT. Any such Task Order(s) and all associated documents therein referenced are incorporated by reference into this Agreement. From time-to-time the parties may amend Task Orders or add additional Task Orders. Any additional services performed by CCAT for the Client shall be governed by the terms of this Agreement. In the event of any conflict or inconsistency between a provision in this Agreement and the relevant Task Order, the provision in question of the relevant Task Order shall prevail.

**3. PAYMENT:** In consideration for the Services, the Client shall pay CCAT in accordance with the terms indicated on the Task Order. CCAT reserves the right to increase your fees effective as of the first day of any renewal term. Should a quote for ongoing support, i.e. managed support and hosting, expire, unless CCAT's services are terminated, CCAT shall continue to offer services at the same level as was agreed to in the most recently executed quote and Client shall continue to be responsible for the same monthly payment until a renewal quote is executed.

**4. METHOD OF PERFORMING SERVICES:** CCAT shall use CCAT's own discretion in performing the tasks assigned, subject to the general direction of the Client and subject to the express condition that CCAT shall at all times comply with applicable law.

**5. PLACE OF WORK:** The parties agree that the nature of some of the services to be performed by CCAT will necessitate that the services be performed on Client's premises or at other locations designated by Client. Client therefore agrees to furnish space on such premises for use by CCAT while performing these services.

#### B. HOSTING TERMS OF SERVICE (where applicable):

**1. CCAT'S OBLIGATIONS.** Contingent on CCAT's acceptance of your Task Order, and subject to these Terms of Service, CCAT agrees to provide the Hosting Services ("Services"). CCAT agrees to follow reasonable security procedures to secure its physical and virtual data environment.

**2. CCAT HOSTING SERVICES.** CCAT monitors 24 hours per day, 7 days a week, year round. You may request support by opening a support ticket, or by calling your CCAT service representative. Service initiated between the hours of 5 PM and 8 AM on weekdays, or at any time during weekends and U.S. Holidays may be subject to additional charges to you. Please see your CCAT agreements for details on "off hours" support and assistance.

**3. MONITORING AND RESPONSE.** CCAT will provide the following monitoring and response services:

**Availability Monitoring.** CCAT will monitor web and email server availability. Availability is tested every five (5) minutes via ping. CCAT staff will be alerted if the test fails.

**Fault Monitoring.** CCAT monitors status events on web and mail servers and network devices including network availability, and backup success/failure.

**4. UNAVAILABILITY.** Unavailability means the CCAT internal network infrastructure is down.

CCAT does not guarantee transport across the Connecticut Education Network or other data provider to access the CCAT internal network.

**5. YOUR OBLIGATIONS.** You agree to do each of the following: (i) comply with applicable law and the CCAT Acceptable Use Policy (AUP) (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in light of your use of the Services, including encrypting any Personally Identifiable Information ("PII") transmitted to or from, or stored on, the CCAT Servers you use (iv) cooperate with CCAT's reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date; and (vi) immediately notify CCAT of any unauthorized use of your account or any other breach of security. In the event of a dispute between us regarding the interpretation of applicable law or the AUP, CCAT's reasonable determination shall control.

**6. SUSPENSION.** We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used (or have been or will be used) in violation of the Agreement, (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our network or our other customers, (vi) a payment for the Services is overdue, or (vii) suspension is required by law. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect CCAT or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we may continue to charge you the fees for the Services during the suspension.

**7. ACCESS TO DATA.**

**7.1** You will not have access to your data stored on the CCAT system during a suspension or following termination.

**7.2** We backup the CCAT systems on a periodic basis so that we are able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, we may destroy all but the most recent backup. These backups may not be available to you or, if available, may not be useful to you outside of the CCAT systems unless otherwise specified by CCAT.

**7.3** Although Services may be used as a backup service, you agree that you will maintain at least one additional current copy of your programs and data stored on the CCAT system somewhere other than on the CCAT system unless otherwise agreed with CCAT.

**8. LICENSED SOFTWARE & LICENSE MOBILITY.** In addition to the terms of our Agreement, your use of any licensed software is governed by said license owners license terms. If you make use of said software, then you represent and warrant that you have a written license agreement which permits you to use the software in conjunction with the Services provided by CCAT. You agree that you will provide CCAT with evidence of such licensing as CCAT may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing CCAT may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on CCAT's licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement.

You must cooperate with CCAT in the event that a software manufacturer requests CCAT's participation in an audit of the software services. You agree that CCAT can provide said manufacturer with (a) the number of Virtual Machine instances provided to you by CCAT (b) a list of the software products which run in such Virtual Machine instances. If the software manufacturer determines that you are non-compliant with the program requirements for their program, then CCAT may terminate this Agreement, the provision of any or all Services to you, or both.

**9. WHO MAY USE THE SERVICE.** You may resell the Services, but you are responsible for use of the Services by any third party to the same extent as if you were using the Services yourself. Unless otherwise agreed, CCAT will provide support only to you, not to any other person you authorize to use the Services. There are no third party beneficiaries to the Agreement, meaning that third parties do not have any rights against either of us under the Agreement.

**10. NO HIGH RISK USE.** You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

**11. IP ADDRESSES.** Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by CCAT in connection with Services, including pointing the DNS for your domain name(s) away from CCAT Services. You agree that CCAT may, as it determines necessary, make modifications to DNS records and zones on CCAT managed or operated DNS servers and services.

## **C. HOSTING ACCEPTABLE USE POLICY (AUP) (where applicable)**

Your Services may be suspended or terminated for violation of this AUP in accordance with the CCAT Hosting Terms of Service. Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

### **1. ABUSE.**

You may not use the CCAT network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

Use of an Internet account or computer without the owner's authorization;

Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);

Collecting or using information without the consent of the owner of the information;

Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;

Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;

Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "add/remove" tool); or any conduct that is likely to result in retaliation against the CCAT network or website, or the CCAT Hosting's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

### **2. EXCESSIVE USE OF SYSTEM RESOURCES**

You may not use any shared system provided by CCAT in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of CCAT Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Hosting-hosted code if it unnecessarily conflicts with other Hosting customers' use of the Hosting. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

### **3. BULK OR COMMERCIAL E-MAIL**

You may not use CCAT services to relay bulk or commercial email except as it relates to routine communications used in conducting your business affairs unless otherwise agreed with CCAT. CCAT may test and otherwise monitor your compliance with its requirements. In addition, CCAT may block email services that violate these provisions.

### **4. VULNERABILITY TESTING**

You may not attempt to probe, scan, penetrate or test the vulnerability of a CCAT system or network or to breach CCAT's security or authentication measures, whether by passive or intrusive techniques, without CCAT's express written consent.

### **5. OFFENSIVE CONTENT**

You may not publish, transmit or store on or via CCAT's network and equipment any content or links to any content that CCAT reasonably believes:

Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;

is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;

is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

is defamatory or violates a person's privacy;

creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;

improperly exposes trade secrets or other confidential or proprietary information of another person;

is intended to assist others in defeating technical copyright protections;

infringes on another person's copyright, trade or service mark, patent or other property right;

promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;

is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to CCAT; or

is otherwise malicious, fraudulent or may result in retaliation against CCAT by offended viewers.

### **7. OTHER**

You must have valid and current information on file with your domain name registrar for any domain hosted on the CCAT network.

You may only use IP addresses assigned to you by CCAT in connection with your CCAT services.

You agree that if CCAT IP addresses assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and CCAT may take reasonable action to protect its IP addresses, including suspension and/or termination of your service, regardless of whether the IP addresses were listed as a result of your actions;

You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

You agree that if you register a DNS record or zone on CCAT managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, CCAT may modify, transfer, or delete such records or zones.

#### **D. MAIL SERVICES (where applicable)**

**1. MANAGEMENT OF THE SERVICE.** CCAT will provision your initial mail environment, but you are otherwise responsible for managing your mail service, including adding mailboxes, adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters unless otherwise specified via separate agreement with CCAT.

**2. FILTERING.** CCAT will not provide email filtering unless specified under separate agreement.

**3. MAIL STORAGE LIMITATIONS.** Mail that exceeds the storage limit when received may be permanently lost. An individual email message that exceeds the per-message size limit may also be permanently lost. The per-message size limit is set per client and may be provisioned up to 50 MB.

**4. CONTENT PRIVACY.** Your email messages and other items sent or received via the mail service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in these Terms of Service. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

**5. USAGE DATA.** We collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

#### **E. INTERNET ACTIVITIES**



## **DISCLAIMER**

CCAT is in no way liable for use of any services or any activities, information or content delivered or transmitted over the Internet, whether or not created by you or done so at your direction. Furthermore, CCAT disclaims all liability for the content or material included on your Internet site. By providing access to the Internet CCAT is in no way liable for controlling, facilitating or providing, or failing to control, facilitate or provide access to the Internet or another's Internet site. Client agrees to indemnify CCAT for all Internet activities including (as applicable), activities related to the design, development or content of Client's website, access to the Internet, or content transmitted across the Internet whether or not done by Client or at Client's direction.

## **F. STUDENT DATA PRIVACY**

In general it is CCAT's policy to not share or access any student information, student records, or student generated information with anyone for any reason.

### **Contractor**

(A) Should CCAT enter into a written contract with any local or regional board of education where student information, student records or student-generated content, as defined below, is accessed or shared, the provisions below are applicable:

(1) Any student information, student records, or student generated content are not the property of nor under the control of CCAT.

(2) A local or regional board of education may request the deletion of student information, student records, or student generated content by submitting a written request through the [help@ccat.us](mailto:help@ccat.us). Such request shall be addressed within 72 hours and an expected date of deletion provided to Client which shall be no more than 15 days after receipt of the written request.

(3) CCAT shall not use student information, student records, and student-generated content for any purposes other than those authorized pursuant to the contract.

(4) A student, parent or legal guardian of a student must contact the designated local or regional board of education to review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information. The designated local or regional board of education may contact CCAT at [help@ccat.us](mailto:help@ccat.us) <sup>[1]</sup>.

(5) CCAT shall take actions to ensure the security and confidentiality of student information, student records, and student-generated content.

(6) If there has been an unauthorized release, disclosure or acquisition of student information, student records or student generated content CCAT will issue a written notification to the relevant

board of education providing details of the breach and steps take to remedy the situation. To the extent possible, CCAT will inform the board of education of the names of students affected.

Student Information (excluding directory information) CCAT shall notify the local or regional board of education not more than thirty (30) days after the discovery, of such breach of security.

Directory Information CCAT shall notify the local or regional board of education not more than sixty (60) days after the discovery, of such breach of security.

During such time CCAT may elect to perform an internal investigation to determine the nature and scope of such unauthorized release and the identity of the students whose student information is involved or restore the reasonable integrity of Client's data system.

(7) Student information, student records or student-generated content shall not be retained or available to CCAT upon completion of the Agreement/relevant Task Order unless a student, parent, or legal guardian of a student chooses to establish or maintain an electronic account with CCAT for the purpose of storing student-generated content.

(8) CCAT shall comply with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

(9) The laws of the state of Connecticut shall govern the rights and duties of CCAT and the local or regional board of education.

(10) If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or application of the contract which can be given effect without the invalid provision or application.

(11) CCAT has implemented and maintains security procedures and practices designed to protect student information, student records, and student-generated content from unauthorized access, destruction, use, modification, or disclosure. CCAT shall take actions to ensure the security and confidentiality of student information consistent with state and federal requirements.

## **Operator**

(B) Should CCAT operate an Internet web site, online service or mobile application with actual knowledge that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent CCAT is engaged in the operation of such Internet web site, online service or mobile application and during the course of such operation collects, maintains or uses student information then

(1)CCAT shall

(i) Implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records, and student-generated content from unauthorized access, destruction, use, modification or disclosure, and (ii)

Delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content

(2)CCAT shall not knowingly:

(i) Engage in targeted advertising on CCAT's Internet website, online service or mobile application, or on any other internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of CCAT's website, online service or mobile application for school purposes;

(ii) Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes and defined in the Agreement,

(iii) Sell, rent, or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of CCAT by a successor provider and CCAT and the successor provider continue to be subject to the provisions of this section regarding student information

(iv) Disclose student information, student records or student-generated content unless disclosure is made (a) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet webs site, online service or mobile application and complies with this section (B), (b) to ensure compliance with federal or state law or regulations pursuant to a court order, (c) in response to a judicial order, (d) protect the safety or integrity of users or others or the security of the Internet web site, online service or mobile application, (e) to an entity hired by the CCAT to provide services for the CCAT's Internet web site, online service or mobile application, provided the operator contractually, prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service, to, or on behalf of, CCAT, prohibits the entity from disclosing student information, student records or student generated content provided by CCAT to subsequent third parties, and requires the entity to comply with this section (B); or (f) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

(3) CCAT may use student information (i) to maintain, support, improve, evaluate, or diagnose CCAT's Internet web site, online service or mobile application, (ii) for adaptive learning purposes or customized student learning, (iii) to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or (iv) to respond to a request for information or feedback from a student, provided

such response is not determined in whole or in part by payment or other consideration from third party.

(4) CCAT may use de-identified information, information that has been altered to prevent the identification of an individual student, or aggregated student information (i) to develop or improve CACT's website, online service or mobile application, or other Internet web sites, online services or mobile applications owned by CCAT, or (ii) to demonstrate or market the effectiveness of CCAT's Internet web site, online service or mobile application.

(5) CCAT may share aggregated student information or de-identified student information for the improvement and development of Internet websites, online services or mobile applications designed for school purposes.

(6) Upon discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, CCAT (if in possession of or maintaining student information, student records or student generated content as a result of a student's use of CCAT's Internet web site, online service or mobile application) shall (i) notify, without unreasonable delay, but not more than thirty-days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (ii) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period CCAT may (a) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (b) restore the reasonable integrity of the data system.

## **G. GENERAL**

### **1. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice. This notwithstanding, CCAT has the right, in its sole discretion, to immediately terminate services, without cause, should you fail to render payment.

Should a quote for ongoing support, i.e. managed support and hosting, expire, unless CCAT's services are terminated, CCAT shall continue to offer services at the same level as was agreed to in the most recently executed quote and Client shall continue to be responsible for the same monthly payment until a renewal quote is executed.

## **2. INDEMNIFICATION**

Client agrees to release, defend, indemnify and hold harmless CCAT and any of CCATs, agents, employees, officers, or directors from all liabilities, claims, damages, costs, and expenses, including reasonable attorney's fees and expenses, relating to or arising out of this agreement, CCAT services or Clients use of CCAT's services including without limitation infringement or dilution by Client or someone else utilizing Client's Computer System.

## **3. REMEDIES**

CLIENT AGREES THAT CCAT'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT THAT CLIENT PAID FOR SUCH SERVICES DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL CCAT, ITS LICENSORS AND ASSIGNEES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, CONSEQUENTIAL DAMAGES EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN CCAT'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES.

## **4. DISCLAIMER**

CLIENT AGREES THAT USE OF CCAT'S SERVICES IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CCAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CCAT MAKES NO WARRANTIES THAT THE SERVICES PROVIDED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY SECURE OR ERROR FREE. CCAT FURTHER MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE SERVICES WILL MEET CLIENT'S NEED NOR ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH CCAT'S SERVICES. CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF CCAT'S SERVICES IS DONE AT CLIENT'S SOLE DISCRETION AND RISK AND THAT CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. CCAT MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF CCAT'S SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CLIENT FROM CCAT OR THROUGH CCATS

SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT THAT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS ~~MAY NOT APPLY~~.

CCAT IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY CLIENT FROM A THIRD PARTY.

## **5. SECURITY**

Client is solely responsible for the security, confidentiality, and integrity of all messages and the content received, transmitted through or stored on any email/web hosting or server hosting service. Client is solely responsible for any authorized or unauthorized access to Client's accounts by any person. Client agrees to bear all responsibility for the confidentiality of any passwords and all use or charges incurred from use of the Hosting Service with Client's password, external to Client's infrastructure and not within the scope of this Agreement.

## **6. PROTECTED MATERIAL**

You may not use CCAT's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright or trademark law or are otherwise considered proprietary or confidential material unless:

you have been expressly authorized by the owner of the work to copy the work in that manner; or you are otherwise permitted by established law to copy the work in that manner. It is CCAT's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

## **7. INTELLECTUAL PROPERTY OWNERSHIP**

CCAT shall retain all right, title, and interest in and to all work product produced in whole or in part by CCAT during the course of this Agreement. Work product shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, works in progress, service deliverables, inventions, products, computer programs, computer or software applications, platforms, procedures, processes, improvements, developments, drawings, graphics, videos, notes, documents, business processes, information and materials made, regardless of form, conceived or developed by CCAT which result from or relate to the services performed, including without limitation all associated intellectual property rights. Intellectual property rights includes all patents, copyrights, mask works, trademarks, trade secrets, license rights and other rights of a similar nature worldwide.

Additionally, Client understands and agrees that CCAT retains all right, title and interest in any intellectual property developed prior to the effective date of the Agreement and utilized in the performance of the Agreement.

## **8. CONFIDENTIAL INFORMATION**

Each Party acknowledges that confidential information or material of a commercial value ("Confidential Information"), including but not limited to product/service specifications, prototypes, computer files and programs, models, drawings, marketing plans, financial data, source code, trade secrets, copyrighted material HIPPA protected information, and other information, whether in tangible or intangible form, pertaining to the business of a party, its employees, contractors, clients

and/or business associates, has or will come into the possession or knowledge of each party in connection with this Agreement or the performance hereof. Each party further acknowledges that the Confidential Information represents confidential and proprietary trade secrets, whose disclosure to or use by third parties will be damaging to the owner thereof. Each party agrees to hold the other's Confidential Information in strictest confidence, not make use thereof other than for the performance of this Agreement, to release it only to those persons in their respective organizations requiring such information for the purposes of this Agreement, and not to release or disclose it to any third party without the other party's consent. These restrictions shall not be construed to apply to information a) generally available to the public; b) released by a disclosing party generally without restriction; c) independently developed or acquired by a party or its personnel without reliance in any way on Confidential Information of the other party; d) approved in writing for use and disclosure by the disclosing party, or its personnel, without restriction; or e) required to be disclosed by law or order of a court or other authority of competent jurisdiction, PROVIDED THAT the disclosing party provides the non-disclosing party notice of such required disclosure sufficiently in advance of the intended disclosure to permit the non-disclosing party to take action to prevent such disclosure if the non-disclosing party so deems necessary.

## **9. SOLICITATION OF EMPLOYEES**

In consideration for the mutual promises contained herein, Client agrees not to solicit the services of or employ any of CCAT's employees during the term of this Agreement and for a period of 12 months after the termination of this Agreement.

## **10. ARBITRATION OF DISPUTES**

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by binding arbitration administered in Hartford, Connecticut, or a mutually agreed suburb thereof, by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## **11. ASSIGNMENT**

Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by Client or CCAT without the prior written consent of the other party.

## **12. FORCE MAJEURE**

CCAT shall not be liable for its delay or failure in performing under this Agreement due to conditions or events beyond CCAT's reasonable control, including, without limitation, natural disasters, accidents, power outages, equipment failure, labor disputes or shortages, governmental laws, ordinances, rules and regulations and inability to obtain material, equipment or transportation. If due to any such condition or event, CCAT is unable to supply the Services or Products ordered by Client and some or all of CCAT's other clients, CCAT shall have the right to

allocate Services and Products among its clients in such manner as CCAT in its sole discretion deems fair and equitable.

### **13. METHOD OF PERFORMING SERVICES**

It is the express intention of the parties that CCAT is an independent contractor and not an employee, agent, joint venture or partner of the Client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CCAT and the Client or any employee or agent of CCAT. Both parties acknowledge that CCAT is not an employee for federal or state tax purposes. CCAT shall retain the right to perform services for others during the term of this agreement. CCAT shall use CCAT's own discretion in performing the tasks assigned, subject to the general direction of the Client and subject to the express condition that CCAT shall at all times comply with applicable law.

### **14. PLACE OF WORK**

The parties agree that the nature of some of the services to be performed by CCAT will necessitate that the services be performed on Client's premises or at other locations designated by Client. Client therefore agrees to furnish space on such premises for use by CCAT while performing these services.

### **15. LIMITATION OF AUTHORITY**

This Agreement does not authorize CCAT to execute any agreements, sign any checks, or bind Client in any manner, or make any changes or incur or assume any obligations, liabilities, or responsibilities of Client or to perform any other act in the name of, or on behalf of Client other than in accordance with the terms and conditions contained herein.

### **16. GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. The venue for resolution of any disputes under this Agreement shall be in Hartford County, Connecticut.

The Client and its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

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URL to article: <https://www.ccat.us/it/it-master-services-terms-conditions/>

URLs in this post:

[1] help@ccat.us: <mailto:help@ccat.us>