



## RESOLUTION

authorizing

P.O. Box 2008, New Britain, Connecticut 06050  
(203) 827-7700

PRESIDENT STEPHEN FELDMAN

of

WESTERN CONNECTICUT STATE UNIVERSITY

TO ENTER INTO AGREEMENT WITH SYZYGY ARTS, INC.

February 2, 1990

WHEREAS, The Attorney-General's Office has approved a contract between Western Connecticut State University and Syzygy Arts, Inc. which allows Syzygy Arts, Inc. to produce a professionally edited magazine called, Opening, at Western Connecticut State University, which magazine will report on arts activities in Southwestern Connecticut in a manner consistent with the educational mission of Western Connecticut State University, and

WHEREAS, This publication, although it relies heavily on individual contributions of students, faculty, and friends of Western Connecticut State University, is not to be a product of Western Connecticut State University or any other agency of the State of Connecticut, therefore be it

RESOLVED, That the Board of Trustees of Connecticut State University authorizes President Stephen Feldman of Western Connecticut State University to sign the agreement approved by the Attorney General's Office with Syzygy Arts, Inc. permitting Syzygy Arts, Inc. to publish the magazine Opening at Western Connecticut State University, and be it

RESOLVED, That in President Feldman's letter of authorization to Syzygy Arts, Inc. there shall be imposed as a condition to the approval to operate on the campus of Western Connecticut State University a requirement that each issue of Opening Magazine contain the following disclaimer which has been approved by the Attorney-General's Office:

Although this publication depends heavily on the contributions of individuals who happen to be students, faculty, and friends of Western Connecticut State University, the publication is not a product of Western Connecticut State University, Connecticut State University, or any other agency of the State of Connecticut. The content of the publication is not controlled in any way by officials of these agencies. Syzygy Arts, Incorporated, a non-profit corporation, maintains exclusive control and responsibility for the publication.

A Certified True Copy

  
 Dallas K. Beal, President
An Equal  
Opportunity  
Employer

*CC 1 AP  
- 10/1 TAP  
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J. 11/11/89*

# State of Connecticut



CLARINE NARDI RIDDLE  
ACTING ATTORNEY GENERAL

Office of The Attorney General

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December 15, 1989

Mr. Lionel Bascom  
473 Whalley Avenue  
Apartment U  
New Haven, CT 06511

RE: Syzygy Agreement

Dear Lionel:

Enclosed you will find two copies of the above-mentioned agreement.

I have also enclosed on a separate sheet, language which can be used as a disclaimer inside the cover of the magazine to clarify the relationships of the parties involved in this endeavor.

Please call if you have further questions or concerns about these documents.

Best wishes to you and your family for the holiday season.

By copy of this letter, I am also forwarding two additional copies of the agreement and the other language to Dr. Steinkrauss.

Very truly yours,

CLARINE NARDI RIDDLE  
ATTORNEY GENERAL

BY: *Carroll*  
CARROLL T. WILLIS, JR.  
Assistant Attorney General

CTW/cem  
Enclosures

cc: Dr. P. Steinkrauss

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THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between Syzygy Arts, Incorporated, a Connecticut non-profit corporation located at 519 Scott Road, Building 3, Unit 22, Waterbury, Connecticut, 06705 (hereinafter referred to as "Syzygy") and Western Connecticut State University, located at 181 White Street, Danbury, Connecticut 06810 (hereinafter referred to as "University").

WITNESSETH:

Preamble

Pursuant to Connecticut General Statute Section 10a-89, the Board of Trustees of the Connecticut State University "may make buildings and other facilities under its control available to nonprofit and other organizations or to individuals for temporary uses not inconsistent with the educational purpose of the university." Based on that authority, "Syzygy" and the "University" join together in their mutual desire for "Syzygy" to produce a professionally edited arts magazine called "Opening" in conjunction with the "University" to serve the Greater Fairfield County Area. The primary purpose of "Opening" magazine will be to further the educational mission of the "University." It is in keeping with this purpose and intent that the premises and mutual promises herein contained are mutually agreed as follows:

I. "Syzygy" agrees to:

- A. Utilize the operation of "Opening" magazine to operate an on-going practicum experience in journalism, writing courses, graphic design, marketing, advertising, public relations, accounting, finance and other academic areas for undergraduate and graduate students at the "University".
- B. Operate "Opening" magazine in accordance with clear non-profit academic motives and objectives.
- C. Assure that "Opening" magazine will conform with responsible standards of accuracy, will be edited in good taste and will be appropriate for family reading.
- D. Maintain a mailing address for "Opening" magazine on the campus of the "University" as a separate organization from the "University."
- E. Install and maintain a separate telephone for "Opening" magazine in the Journalism Lab of the "University."
- F. Maintain a separate business address off the campus of the "University" to handle all bulk business mail of "Syzygy."
- G. Indemnify and hold harmless the University and its employees, and the Board of Trustees for Connecticut State University and its employees, from any and all claims, suits, legal actions, financial claims or any other matters whatsoever relating to the operation of "Opening" magazine or any related activities pertaining to the operation of "Opening" magazine.

- H. Maintain sufficient liability and other insurance so as to save harmless the University and its employees and the Board of Trustees for Connecticut State University and its employees from any insurable cause whatsoever pertaining to this Agreement. Evidence of such insurance shall be provided to the "University" at the time of execution of this contract and thereafter annually and at such times as may be required, the date and process to be specified in the "University" letter of authorization.

II. "University" agrees to:

- A. Provide "Syzygy" with a letter of authorization to operate "Opening" magazine.
- B. Permit "Syzygy" to use the name of the "University" and a "University" mailing address in its promotional material. Use of the "University" name shall be under conditions and with such disclaimers and qualifications as the "University" may see fit to impose in its letter of authorization.
- C. Permit "Syzygy" to use "University" copying machines and paper through vend-a-card privileges in a dollar amount not to exceed one-hundred dollars (\$100.00) per year.
- D. Permit "Syzygy" to use "University" equipment (to include among others, a computer vax account, facilities of the journalism lab, computers, layout and page make-up equipment in the graphics studio) during off hours and in such a manner as to not interfere with other "University" activities.

- E. Permit "Syzygy" to solicit and use the professional help and support of "University" faculty, staff, students, clubs and organizations on their own time.

III. General Provisions:

- A. This agreement shall be effective as of the date contained herein and shall remain in effect for two years (2) from that date, subject to termination by either party upon thirty days (30) written notice to the other party. Renewal of this agreement for succeeding two-year terms shall be automatic unless notice to the contrary is given by either party. Notwithstanding the foregoing, the "University" retains the right to terminate their Agreement effective immediately at any time it determines that "Syzygy" is not operating "Opening" magazine in accordance with the purpose and intent of Connecticut General Statute Section 10a-89.
- B. This agreement shall be construed and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Connecticut.
- C. Amendments or modifications to this agreement shall not be valid unless in writing and signed by both parties.
- D. This agreement and the terms and conditions herein are non-assignable and non-transferable.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, effective the date herein above set forth.

WITNESS: Syzygy Arts, Incorporated

\_\_\_\_\_ By: \_\_\_\_\_

WITNESS: Western Connecticut State University

\_\_\_\_\_ By: \_\_\_\_\_