

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

GRANT CONTRACT

NOTICE TO CONTRACTOR:

You are required by Minnesota Statutes, Section 270.66 to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

Grantee Name and Address:

Social Security No. or Federal Employer I.D. No. _____

Minnesota Tax I.D. No. (if applicable) _____

For any person hired as an independent contractor, Minnesota Statutes, Section 256.998 requires the following information to be submitted to the Department of Human Services except for those persons whose contract is for less than two months with gross earnings of less than \$250 per month. This information may be used in the enforcement of state and federal child support laws. This contract will not be approved unless this information is provided.

Social Security No. (if not provided above): _____ Date of Birth: _____

THIS PAGE OF THE CONTRACT CONTAINS PRIVATE INFORMATION. EXCEPT AS DEFINED ABOVE, THIS PAGE SHOULD NOT BE REPRODUCED OR DISTRIBUTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE CONTRACTOR.

If this contract is circulated internally, only offices that require access to the printed information and all individuals/offices signing this contract should have access to this page.

THIS grant contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of _____ (hereinafter “STATE”) and _____, an independent contractor, not an employee of the State of Minnesota, address _____ (hereinafter “GRANTEE”) witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, Chapter 136F is authorized to make grants, and

WHEREAS, the GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

I. GRANTEE’S DUTIES. (Attach additional page(s) if necessary which is incorporated by reference and made a part of this contract.) The GRANTEE shall: *[insert duties]*

II. CONSIDERATION AND TERMS OF PAYMENT:

A. Consideration for all services performed and goods and material supplied by the GRANTEE pursuant to this grant contract shall be paid by the STATE as follows:

1. Compensation

2. Matching Requirements. (If applicable) The GRANTEE certifies that the following matching requirement, for the grant, will be met by the GRANTEE:

3. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the GRANTEE in performance of this grant contract in an amount not to exceed _____ dollars (\$_____); provided, that the GRANTEE shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations. The GRANTEE shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

The total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed _____ dollars (\$_____).

B. Terms of Payment

1. Reimbursement shall be one initial cash advance of _____ (if this can be justified by the GRANTEE) followed by _____ cost reimbursements based on the previous _____ expenses as documented by receipts, invoices, travel vouchers, and time sheets as presented by the STATE.
2. Payments shall be made by the STATE promptly after the GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S Authorized Representative pursuant to Clause VI. Invoices shall be submitted according to the following schedule:
3. (When applicable) Payments are to be made from federal funds obtained by the STATE through Title _____ of the _____ Act of _____ (Public law _____ and amendments thereto). If at any time such funds become unavailable, this grant contract shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, the

GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. CONDITIONS OF PAYMENT. All services provided by the GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERM OF CONTRACT. This grant shall be effective on _____, 20_____, **or upon the date that the final required signature is obtained by the STATE, whichever occurs later**, and shall remain in effect until _____, 20_____, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. The GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and the GRANTEE is notified to begin work by the STATE'S Authorized Representative.

V. CANCELLATION. This grant contract may be cancelled by the STATE or the GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

The STATE may cancel this grant contract immediately if the STATE finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this grant contract is _____

. Such representative shall have final authority for acceptance of the GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B. The GRANTEE'S Authorized Representative for purposes of administration of this grant contract is _____.

The GRANTEE'S Authorized Representative shall have full authority to represent the GRANTEE in its fulfillment of the terms, conditions and requirements of this grant contract.

VII. ASSIGNMENT. The GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

- VIII. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.
- IX. LIABILITY. The GRANTEE shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this grant contract by the GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies the GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant contract.
- X. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this grant contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XI. GOVERNMENT DATA PRACTICES ACT. The GRANTEE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the GRANTEE in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the GRANTEE or the STATE.

In the event the GRANTEE receives a request to release the data referred to in this Article, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The GRANTEE hereby assigns to the STATE all rights, title and interest to the MATERIALS. The GRANTEE shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this grant contract by the GRANTEE, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the GRANTEE. The GRANTEE, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the GRANTEE'S obligations under this grant contract without the prior written consent of the STATE'S Authorized Representative.

- B. The GRANTEE represents and warrants that MATERIALS produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The GRANTEE shall indemnify and defend the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as the sponsoring agency, and shall not be released prior to receiving the approval of the STATE'S Authorized Representative.
- XIV. AFFIRMATIVE ACTION. (When applicable) The GRANTEE certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Chapter 363.073. It is hereby agreed between the parties that Minnesota Statutes, Section 373.073 is incorporated into this contract by reference.

Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704

- XV. WORKERS' COMPENSATION. The GRANTEE shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176.181, Subd. 2.
- XVI. ANTITRUST. The GRANTEE hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this grant contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVII. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XVIII. OTHER PROVISIONS. (Attach additional page(s) as necessary):

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

By (authorized signature)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

By (authorized college signature)
Title
Date

3. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized college signature)
Title
Date