



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
SYSTEM OFFICE**

**MASTER INTERNAL AUDIT SERVICES
PROFESSIONAL/TECHNICAL SERVICES CONTRACT FOR
*INSERT CONTRACTOR'S LEGAL NAME***

THIS DOCUMENT ESTABLISHES THE TERMS AND CONDITIONS OF AN AGREEMENT WITH *INSERT CONTRACTOR'S LEGAL NAME*.

ANY CONTRACT FOR SERVICES SHALL, WHEN COMPLETED, CONSIST OF THIS EXECUTED DOCUMENT AND A WORK ORDER DESCRIBED HEREIN SPECIFYING THE PRECISE NATURE OF THE WORK, THE TIMING AND TERMS OF THE WORK, AND THE COMPENSATION FOR THE WORK.

THIS MASTER 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 **the System Office** (hereinafter MINNESOTA STATE), and *INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MINNESOTA STATE is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract is effective on *April 1, 2017* or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until *March 31, 2020* unless otherwise cancelled. Both parties agree to an option to extend this term up to three additional years if mutually agreed upon by both parties and in writing via an amendment.



The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained, a duly authorized and executed work order has been issued, and the CONTRACTOR is notified to begin work by the authorized representative for MINNESOTA STATE.

The term of any Work Order issued under this Master Contract may not extend beyond the expiration of this Master Contract.

2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will provide internal audit services for MINNESOTA STATE. For each project, MINNESOTA STATE, requesting service on an as-needed basis, shall provide the selected CONTRACTOR with a project description at the time of selection by means of a Work Order, which will formally authorize the CONTRACTOR to proceed with the work. CONTRACTOR understands that this Professional/Technical Contract is not a guarantee of work. MINNESOTA STATE has determined that it may have need for the services under this Contract, but does not commit to issuing Work Orders or spending any money for services provided by the CONTRACTOR.

- Provide a variety of internal audit staffing and services for a variety of projects including operational, financial, information technology, and compliance audits, risk assessments, fraud investigations, advisory and consulting, data analytics, and professional training.
- Work requested may be for individual staff to supplement MINNESOTA STATE'S internal audit team or for specific projects staffed and led by the CONTRACTOR.
- Perform variable hours and levels of internal audit work, and complete duties under the overall direction of the MINNESOTA STATE'S Authorized Representative or his designee.
- Sub-contracting of this work is not allowed without the express written permission of the MINNESOTA STATE'S Authorized Representative or his designee.
- Ensure all work will be performed in compliance with the International Standards for Internal Auditing.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE in accordance with the professional fee schedule listed below:



i. Compensation:

Level of Experience	Non – Information Technology	Information Technology
1 – 3 years		
3 – 5 years		
Greater than 5 years		
Manager		
Subject matter expert		
Project blended rate		

[The CONTRACTOR will indicate any volume discounts.]

- ii. Reimbursement shall be provided for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract; provided that CONTRACTOR 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 CONTRACTOR 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 MINNESOTA STATE.
- iii. No funds are encumbered at this time and payment will be certified by Work Order.

B. Terms of Payment. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by the MINNESOTA STATE authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with the rules and regulations of the American Institute of Certified Public Accountants, due professional care, the terms and conditions hereof, and all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory, not performed in all material respects in accordance with the terms and conditions hereunder, or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within 30 days of the services provided.



4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:

Name: Dave Pyland, Executive Director for the Office of Internal Auditing
Address: 30 East 7th Street, Suite 350, St. Paul, MN 55101
Telephone: 651-201-1799
E-Mail: dave.pyland@so.mnscu.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause 3, paragraph b.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

5. **CANCELLATION AND TERMINATION.**

A. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed, in accordance with the rules and regulations of the American Institute of Certified Public Accountants, due professional care and the terms and conditions hereof, and expenses incurred up to and including the date of termination, not to exceed the terms set forth in Section 3 above.

B. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not



obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of MINNESOTA STATE's authorized representative.
10. **MINNESOTA STATUTES §181.59.**

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:



Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11. DATA DISCLOSURE.

- A. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. 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. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- B. Independent Contractors. Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

12. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply



with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this 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 (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, 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 MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR’S obligations under this contract without the prior written consent of MINNESOTA STATE’s authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this 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 CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA 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 CONTRACTOR 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 contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA 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.

14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
15. **JURISDICTION AND VENUE.** This 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 contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
17. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
18. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data



Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

19. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

MINNESOTA STATE intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

- A. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statutes §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- B. Minnesota Statutes §363A.36. Minnesota Statutes §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minnesota R. 5000.3400-5000.3600.
 - 1) General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statutes §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R.



5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- 2) Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
 - a. The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to



take affirmative action to employ and advance in employment physically and mentally disabled persons.

- 3) Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
- 4) Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

21. **GRAMM LEACH BLILEY ACT.** MINNESOTA STATE and the CONTRACTOR mutually agree to comply with the requirements of the Gramm Leach Bliley Act ("GLB") dealing with the confidentiality of customer information and the Safeguards Rule.

A. Definitions:

- 1) *Covered Data and Information* includes Student Financial Information (defined below) required to be protected under the Gramm Leach Bliley Act (GLB), as well as any credit card information received in the course of business by MINNESOTA STATE, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records.
- 2) *Student Financial Information* is that information that MINNESOTA STATE has obtained from a customer in the process of offering a financial product or service, or such information provided to MINNESOTA STATE by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include



addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

- B. Acknowledgement of Access to Covered Data and Information: The CONTRACTOR acknowledges that this contract allows the CONTRACTOR access to Covered Data and information. Specifically, access to student financial information as defined in paragraph Part A, subpart 2 is anticipated under this contract.
- C. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: The CONTRACTOR agrees to hold the covered data and information in strict confidence. The CONTRACTOR shall not use or disclose Covered Data and Information received from or on behalf of MINNESOTA STATE except as permitted or required by this contract, as required by law, or as otherwise authorized in writing by MINNESOTA STATE.
- D. Safeguard Standard: The CONTRACTOR agrees that it will protect the Covered Data and Information it receives from or on behalf of MINNESOTA STATE according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- E. Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of this contract, the CONTRACTOR shall extend the protections of this section to Covered Data and Information received from or created on behalf of MINNESOTA STATE, and limit further uses and disclosures of such Covered Data and Information, for so long as CONTRACTOR maintains the Covered Data and Information. When the CONTRACTOR no longer needs to maintain the Covered Data and Information, the CONTRACTOR shall destroy the Covered Data and Information in a secure manner.
- F. Term and Termination:
 - 1) In addition to the rights of the parties established herein, if MINNESOTA STATE reasonably determines in good faith that CONTRACTOR has materially breached any of its obligations under this section, MINNESOTA STATE, in its sole discretion, shall have the right to:
 - a. Exercise any of its rights to reports, access and inspection under this section; and/or



- b. Require CONTRACTOR to submit to a plan of monitoring and reporting, as MINNESOTA STATE may determine necessary to maintain compliance with this section; and/or
 - c. Provide CONTRACTOR with a fifteen (15) day period to cure the breach; and/or
 - d. Terminate this contract immediately if CONTRACTOR has breached a material term of this section and cure is not possible.
- 2) Before exercising any of these options, MINNESOTA STATE shall provide written notice to CONTRACTOR describing the violation and the action it intends to take.
- G. Subcontractors and Agents: If CONTRACTOR provides any Covered Data and Information which was received from, or created for, MINNESOTA STATE to a subcontractor or agent, then CONTRACTOR shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on CONTRACTOR by this section.
- H. Maintenance of the Security of Electronic Information: CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, MINNESOTA STATE.

22. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND

INFORMATION: CONTRACTOR shall report to MINNESOTA STATE any use or disclosure of Covered Data and Information not authorized by this Section or in writing by MINNESOTA STATE. CONTRACTOR shall make the report to MINNESOTA STATE not less than one (1) business day after CONTRACTOR learns of such use or disclosure. CONTRACTOR's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure. CONTRACTOR shall provide such other information including a written report, as reasonably requested by MINNESOTA STATE.

23. OTHER PROVISIONS. NONE.

Signature page to follow.



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

APPROVED:

1. CONTRACTOR:

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

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM OFFICE:

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date