



February 11, 2021
Office of General Counsel

Customized Training: Doing the Deal

Mary Al Balber

Assistant General Counsel

MINNESOTA STATE

Next Month's Presentation

March 11, 2021

Software Contracts

Presented by Assistant General Counsel Sarah McGee

For a complete listing of the Spring Second Thursday topics, please visit the Office of General Counsel's website at <https://minnstate.edu/system/ogc/index.html>

For more information email Amanda Bohnhoff at
Amanda.Bohnhoff@minnstate.edu



Session Overview

- Why Good Contracts Are Necessary
- Compliance
 - Board Policies and System Procedures
- Using system template agreements
 - Where to find them
 - What to do if not an approved template
- Critical contract terms: parties to contract, term and termination, payment/consideration, liability, data privacy, governing law and venue, intellectual property and more!
- Pay attention to confidentiality and non-disclosure issues, decision making and accountability.

Session Overview (2)

- More:
 - Legal review – how you can help
 - What remains important
 - Ethics and conflict of interest
- Resources

NOTE: This is a general CE/CT contract session and not a Marketplace training session



What Is A Contract?

A contract is: a legally binding document between two or more parties that defines the rights and obligations of the parties and sets “ground rules”

- **Offer** – a promise to do or not do something (“I’ll wash your car for \$10”)
- **Acceptance** – promise or performance (“I agree to pay \$10”)
- **Consideration** – the value or inducement to perform (the value received and given-the money and the washing of the car)
- Agreed to by someone with authority
- Intra-agency (i.e. two colleges) is not a contract

Why Do I Need A Written Contract?

- Services, unlike goods, are not governed by Uniform Commercial Code (UCC);
- Clarity, completeness, and common understanding is essential;
- Supersedes previous oral discussions or “how we’ve always done it”;
- After contract signed, if wish to change it, conversations or e-mails to change the contract are not sufficient. Changes to contracts (amendments) must be in writing and signed by the parties;
- Contract must be signed before (!) the parties begin performing duties under the contract - Good practice and state law requires.
- Good Contracts are Preventative Care
 - Easier to work out issues before signing contract than to leave things unaddressed or “silent” and risk breaching the contract and/or litigation later.

Minnesota lawmakers blast agency heads for sloppy contracting

Special hearing follows disclosure of contract violations at Department of Human Services.

By Glenn Howatt and Chris Serres Star Tribune staff writers |

NOVEMBER 14, 2019 — 5:08AM

GALLERY  **GRID**

< 1/7 >



A Document By Any Other Name Is Still A Contract

- Grant
- Nondisclosure Agreement
- Memorandum of Understanding (MOU)
- Terms of Service
- End User License Agreement (EULA)
- License
- Terms and Conditions
- Memorandum of Agreement(MOA)
- Affiliation Agreement
- Joint Powers Agreement
- Real Estate-Lease, License, Purchase Agreement
- Clinical Agreement
- “Click” Agreements
- Statement of Work
- Terms of Use
- Inter-Agency Agreement
- Letter of Engagement

Lead Time

- Plan accordingly—expect the best and plan for the worst.
- Have signed contracts in place in plenty of time to be able to successfully perform the work.
- Use System templates and forms.
 - Resist changing footer.
- Allow time for negotiation.
- Read Agreement.
- Not every contract can be an emergency.

Minnesota State Board Policies and System Procedures

Applicable Minnesota State Board Policies and System Procedures:

- Policy 5.14 Contracts and Procurement
- Procedure 5.14.2 Consultant, Professional or Technical Services
- Procedure 5.14.5 Purchasing
- Board Policy 7.7 Gifts and Grants Acceptance

Minnesota State Board Policies and System Procedures (2)

Important: Board Policy 5.14, Subd. 3

- Subpart C. Board approval required for
 - Any procurement, lease agreement, or professional/technical/consulting service contract with a value in excess of \$1,000,000 or contract amendment that would increase the total value of a contract to more than \$1,000,000 must be approved in advance by the Board.

Important: Equity in Purchasing and Procurement

- Board Policy 5.14, part 8

Minnesota State Standard Contract Templates

Required Unless Other Form is Approved by AGO or OGC

- Required by System Procedure 5.14.2 Consultant, Professional or Technical Services Part 3, Contract Preparation
 - Contracts must be prepared on forms approved by the system office to assure that they include all state required contract language. Any modification of forms approved by the system office or the use of a non-system office form requires review by the system legal counsel and approval of the vice chancellor-chief financial officer. System legal counsel includes either the Minnesota State Colleges and Universities General Counsel or the Minnesota Attorney General's Office.

Minnesota State Standard Contract Templates (2)

The screenshot shows a web browser window displaying the Minnesota State website. The page title is "Minnesota State Forms and Contract Templates". The navigation bar includes "ADMISSIONS", "CAMPUSES & PROGRAMS", "CAREER EXPLORATION", and "ASK US". The main content area features a heading "Minnesota State Forms and Contract Templates" followed by a green horizontal line. Below this, there is a paragraph explaining that Minnesota State is a public entity that enters into a high volume of contracts each year, many of which can be accommodated on approved standard contract forms. It states that the page contains most of the standard templates which relate to contract matters, approved by the Office of General Counsel and compliant with Minnesota State policies and procedures. A link to the "forms" library and an email address "Sourcing@MinnState.edu" are provided. A "Thank you for visiting!" message follows. A list of contract categories is shown: "Clinical Agreement", "Design & Construction", and "Goods & Services". Below the list, there is a section for "Strategic Sourcing" and "Point of Contacts" with email addresses for Michael Noble-Olson and Heidi Siegers. At the bottom, a table header is visible with columns for "Number", "Name (MP Template)", "Description", and "Updated".

Minnesota State Forms and Contract Templates

Minnesota State is a public entity and enters into a high volume of [contracts](#) each year. Many of these contracts can be accommodated on the approved Minnesota State standard contract forms.

This page contains most of the standard templates which relate to contract matters. These forms have been approved by the Office of General Counsel and comply with Minnesota State policies and procedures. Any contract that is not on a Minnesota State standard contract form must be reviewed and approved by system legal counsel.

If you are looking for a document that is not listed, you may want to look at the [forms](#) library or you may contact us at: Sourcing@MinnState.edu.

Thank you for visiting!

- > Clinical Agreement
- > Design & Construction
- ▼ Goods & Services

Strategic Sourcing is a disciplined, efficient and modern approach to the way Minnesota State purchases more than \$700 million in goods and services. Our mission is to provide oversight and facilitation of all colleges and university purchasing processes to ensure accountability and responsibility in purchasing [policies and system procedures](#). We accomplish this by leveraging the buying power of the enterprise-wide system.

Point of Contacts
Subject Matter: Michael Noble-Olson, Sourcing@Minnstate.edu
Office of General Counsel: Heidi Siegers, Heidi.Siegers@MinnState.edu

Number	Name (MP Template)	Description	Updated
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No. 8. Income Contract For Customized Training

The screenshot shows a web browser window displaying the Minnesota State website. The page features a navigation bar with the Minnesota State logo and menu items: ADMISSIONS, CAMPUSES & PROGRAMS, CAREER EXPLORATION, and ASK US. Below the navigation bar is a table of contract templates. The table has four columns: Number, Name (MP Template), Description, and Updated. The 8th row, 'Income Contract for Customized Training (not in MP)', is highlighted in blue. Below the table are two expandable menu items: 'Facilities & Lease Agreements' and 'Soliciting Proposals'. The Windows taskbar at the bottom shows the time as 10:19 AM on 2/4/2021.

Number	Name (MP Template)	Description	Updated
1	Grant Contract	Description	year
2	Guest Lecturer/Presenter Agreement (Services)	Transactions below \$3,000. This form is used to compensate guest speakers, including expense reimbursement. If the amount is over \$3,000, you must complete the Professional/Technical contract.	08/2020
3	Hotel Contract (Hotel)	This form is used to work with hotels in reserving space or catering with a hotel at its location	3/2015
4	Professional/Technical Services Contract (Services)	Agreement amounts: up to \$100,000, over \$50,000 RFPs, and Under 5 years. This form is for transactions in compensation for consultant, professional, or technical services for a short-term basis - does not include construction activities. May need Commissioner's Plan Expenses Reimbursement form	4/2015
5	Professional/Technical Services Contract - AMENDMENT (Services)	This form is used to amend the original P/T Contract4/2015	
6	Services Contract (Services)	Retainage/Insurance	
7	Income Contract (Income)		
8	Income Contract for Customized Training (not in MP)		
9	Maintenance/Service Master Contract		
10			

> Facilities & Lease Agreements

> Soliciting Proposals

Income Contract For Customized Training

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

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

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

CUSTOMIZED TRAINING INCOME CONTRACT

THIS 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 *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]* (hereinafter **MnSCU**), and *[INSERT NAME OF PURCHASER]*, located at *[INSERT FULL ADDRESS FOR PURCHASER]* (hereafter "PURCHASER") agree as follows:

- DUTIES OF MnSCU.** MnSCU agrees to provide the following:
[BE AS SPECIFIC AS POSSIBLE.]
 - Title of Instruction/ Activity/ Service:
 - Date(s) of Instruction/ Activity/ Service:
 - Instructor/ Trainer/ Consultant:
 - Location:

Income Contract For Customized Training (2)

CUSTOMIZED TRAINING INCOME CONTRACT

THIS 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 *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]* (hereinafter MnSCU), and *[INSERT NAME OF PURCHASER]*, located at *[INSERT FULL ADDRESS FOR PURCHASER]* (hereafter "PURCHASER") agree as follows:

- DUTIES OF MnSCU.** MnSCU agrees to provide the following:
[BE AS SPECIFIC AS POSSIBLE.]
 - Title of Instruction/ Activity/ Service:
 - Date(s) of Instruction/ Activity/ Service:
 - Instructor/ Trainer/ Consultant:
 - Location:
 - Other Provisions:
See Attached *[DELETE OR INSERT "Perform the duties specified in Attachment (X), which is attached and incorporated into this contract."]*
- DUTIES OF THE PURCHASER.** The PURCHASER agrees to provide:
[INSERT DUTIES OR "N/A"]
See attached *[DELETE OR INSERT "Perform the duties specified in Attachment (X), which is attached and incorporated into this contract."]*
- SITE OF INSTRUCTION/ ACTIVITY/ SERVICE:** *[INSERT NAME]* shall make all of the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.

MnSCU Income Contract Customized Training Template
OGC Revised May 18, 2016

Page 1 of 5

12:37 PM
2/9/2021

Not A Minnesota State Standard Contract Templates?

- College/university must review for essential elements, prohibited provisions, practicality and business decisions
- Don't assume that a provision suggested by a party can't be changed or modified
- If other party wants to use its contract form, consult with Minnesota State Office of General Counsel or the Attorney General's Office for legal review and possible negotiation and recommended changes, or drafting addendum or amendment
- Avoid "We'll sign yours, if you'll sign ours."

Who Is Training Whom?

Outside Party Training Our People:

- Technical/professional procurement
- All the normal rules for contract solicitations apply

Minnesota State Institution Conducting the Training and Getting Paid:

- More likely the case
- Start with the customized training income contract form on the Minnesota State website:
 - <https://www.minnstate.edu/system/templates/index.html>



Parties To A Contract

- Ensure the “Purchaser’s” physical address is listed. Do not list a post office box in lieu of a street address. Verify and ensure the legal names of a campus or system office and the Purchaser are used.
- Be consistent with terms, e.g. use the same name for the Purchaser throughout the document.
- Make sure the professional technical contractor is not an employee of the state if employing to provide the training.

Parties To A Contract (2)

- **Note:** If hiring an individual as an independent contractor, make sure they are truly an independent contractor, which is fact based, and not someone who should be hired as an employee, even though you may not agree with hiring processes or timelines.
- If other party is a foreign entity or government, seek legal guidance before proceeding with negotiations and proposed agreement.
 - May necessitate hiring of foreign legal counsel.

Caution

- In general, watch out for contract provisions that require the college or university to adopt policies of the Purchaser or take on new responsibilities unless authorized by the OGC or AGO
 - e.g. proposed requirement that university adopt facility's anti-fraud policy

Term Of Agreement

- Have a fixed time period with beginning (effective) and end (termination) dates
- No longer than five years per Minnesota State Board policy
- Avoid automatic renewal provisions

Termination

- Preferred: both parties to terminate with or without cause
- Provide written notice of termination to authorized representative of other party
- Negotiate over how much notice must be given
 - What works for you?

Consideration And Payment

- Include rate of pay, how much for the services listed in the duties or consideration and terms of payment
- Include a clear budget breakdown for the work
 - Designate travel costs separately if billing for travel costs separately

What To Pay Particular Attention To

- Section 9. Liability;
- Section 11. Government Data Practices Act;
- Section 12. Rights in Original Materials; and
- Section 13. Jurisdiction and Venue.

Liability

- The PURCHASER 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 contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
(continued)

Liability (2)

- We ask the PURCHASER (customer) to indemnify the STATE from any liability that arises from the performance of the contract.
- Theoretically, that includes liabilities that result from the institution's negligence or misconduct, or that of its employees.
- This will be resisted by some purchasers
- If necessary, we can substitute compromise language as follows:

Liability (3)

- “PURCHASER” and STATE will each be responsible for their own acts and behavior and the consequences thereof. The STATE’s liabilities are governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.”
- If asked, the STATE cannot indemnify other parties under Article XI, section 1 of the Minnesota Constitution and Minn. Stat. §§ 16A.138 and 16A.15, subd. 3.
- Never agree to indemnify anyone for anything.

Government Data Practices Act

- The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08, apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.

Government Data Practices Act (2)

- [IF THE SERVICES PROVIDED BY PURCHASER INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY. IF YOU HAVE ANY OTHER PRIVACY CONCERNS ABOUT THIS CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL.]

Governing Law And Venue

- Minnesota State contracts provide that Minnesota law governs the contract and interpretation.
- If other party is outside Minnesota or is another state, tribal or federal entity and wants its law to apply, Minnesota State Office of General Counsel and the Attorney General's Office can assist in negotiating or providing additional contract language.
 - “Notwithstanding the foregoing, this agreement shall not be construed to deprive the State of Minnesota of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations applying to the agreement as afforded by the State of Minnesota law.”

Governing Law And Venue (2)

- Prefer not to designate venue and jurisdiction in other state.
- Venue for litigation of a contract (preferred)
 - “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.”

Confidentiality

- Often, a PURCHASER will ask that the STATE promise to maintain the confidentiality of PURCHASER'S materials or even the terms of the contract itself.
- We cannot do that unless the materials in question are classified as private, confidential or protected nonpublic under the Minnesota Government Data Practices Act.

Confidentiality (2)

- “Trade Secret Information” may also be withheld from disclosure. It is defined in Minn. Stat. § 13.37, subd. 1(b)
 - "Trade secret information" means government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- Trade Secret Information is not anything the PURCHASER designates as “Proprietary” or “Protected Intellectual Property.” It must meet the statutory definition.

Nondisclosure Agreements

- A PURCHASER will sometimes ask the institution to execute a nondisclosure agreement.
- We can do that, but such agreements cannot overcome the requirements of the Minnesota Government Data Practices Act.
- The STATE can only promise not to disclose data that must not be disclosed under the Act. It does not matter how sensitive or proprietary the PURCHASER thinks it is, the STATE cannot keep it under wraps unless the Act says so.
- This is sometimes very hard for private-sector parties to understand.
- Nondisclosure agreements must be reviewed by the Office of General Counsel or Attorney General.

Got Or Need Insurance?

- Appropriate insurance provisions are included in many Minnesota State standard contract templates, but not in Customized Training Income Contract template
 - However, if activity or risk is unusual, may require additional insurance requirements
- External Contracts should have any insurance provisions reviewed by Minnesota State Risk Management
- Contact: Keswic Joiner, Minnesota State Director of Risk Management (651-201-1778) or the Department of Administration's Risk Management Office (651-201-2591)

Contract Management

- Delegated to campuses with system office assistance
- Finance and the Office of General Counsel review for statutory/policy/procedure and best practices
- Rely on campus leadership and managers to bid, negotiate, and execute high value engagements

Decision Making And Accountability

- Who has the big picture view of all contracting actions?
- Who is the campus contract supervisor responsible for timely addressing problems, unsatisfactory work, possible breach or termination?
- Who evaluates vendor performance and takes action?

Authorized Signatures

- Must have delegated authority to sign contracts to legally bind college/university;
- System Procedure 1A.2.2
 - <https://www.minnstate.edu/board/procedure/1a02p2.html>
- All required signatures from both parties for contract to be effective.
 - College/university is last to sign.
 - Review contract again before signing to ensure no changes have been made.

Who To Call For Legal Services

- President determines internal process, who on campus is authorized to seek legal advice
- Legal counsel may need to contact others on campus for information, etc.
 - Generally, advice is given only to administrators in order to protect attorney/client privilege.
- Callers are directed to other appropriate resources as needed – e.g. Labor Relations, IT Security.

Legal Review – How You Can Help



Before Submitting Contract for Review

- Ask if PURCHASER will sign our standard contract form instead of using their form
 - If PURCHASER will not use our form be sure they are open to changes in their contract—take it or leave it agreements can be problematic
 - Let them know that as a government entity, there may be some things we cannot agree to
- Ensure all information about duties and data is accurately entered into contract
- Check spelling and grammar
- Know if private data is involved and how it will be used
- Read the contract and communicate any academic, risk or business concerns
- Know who is involved with the contract and who can answer questions about the contract
- PROVIDE THIS INFORMATION TO AGO OR OGC when seeking review

Submitting Contract for Review

- Be sure to send all documents to legal counsel
 - Some contracts are made up of multiple documents- be sure to send them all
 - attachments, exhibits, terms of service, terms of use, privacy policy, letters of intent, memoranda of understanding, offer letters, affiliation, resolutions, confidentiality agreements, leases, licenses, grant or gift agreements, etc.
- Submit document for review far in advance of deadline-communicate any timeline issues
- Specify any concerns the college/university has about the contract—review for academic, program and business issues before submitting for review
- If possible, submit the document(s) to be reviewed in Word format to allow for making changes to the proposed contract

Attorney Client Privilege and Communication

Legal advice provided by AGO and OGC is generally protected by attorney/client privilege, work product

- Privilege belongs to the Board of Trustees, Chancellor as governing authorities of the system
 - Staff do not have authority on their own to share privileged information, communication with others.
 - Consult with legal counsel before forwarding emails, documents to others.
 - If you are contacted by an outside attorney or agency DO NOT communicate with them – forward to the OGC.

Do not hesitate to call the OGC; you are not charged for our advice.



What Remains Important Before You Finalize And Sign!

- Description of goods/services to be provided by college/university
 - Clear and understandable description of the subject of the contract. Limit use of highly technical terms and jargon when possible.
- Purchaser's legal name, full address (not a PO Box), phone, email, fax
 - Verify current information
- Contact person(2) for Purchaser, name, title, address, phone, fax, email
 - Verify current information, especially if anything differs from the second item above
- Date contract is to begin
 - This may or may not be the date the contract is signed, however standard Minnesota State contracts state "whichever occurs later." Do not begin work until the contract is "effective".

What Remains Important

- Date contract ends
 - This refers to the date the contract would normally end unless terminated earlier for any reason. Please read your contract for termination date. (Resuscitation of dead contracts problems).
- Other important dates (deadlines, mileposts, reports due, etc.)
 - Dates should be clearly identified. Use full dates (ex. “June 3, 2012”) whenever possible.
- Has work started prior to execution of contract?
 - If the work or obligation has already started prior to the execution of the contract, complete the Minn. Stat. 16.A form found on the contract website. By law, contracts must be in place prior to Minnesota State taking on an obligation.

What Remains Important (2)

- Procedure for renewal clearly identified and understood?
 - Avoid “automatic renewals” or trigger periods to terminate or extend. Minnesota State contracts cannot extend beyond 5 years without additional authorizations. Agreeing to “auto renew” may require additional contract management/monitoring. Best practice is to have a definite terminate date.
- Clear description of amounts of money or other consideration for contract
 - Partial payment should be stated with due dates; tied to other amounts (e.g. deliverables, percentages) should be stated in clear terms.
- Rights, obligations, duties of every party clearly listed
 - Each party’s responsibilities identified in understandable wording.

What Remains Important (3)

- Time and place for performance of work or services
 - If performance of work or services extends over a period of time, include due dates if necessary.
- If insurance is required, types and levels of coverage listed
 - The Minnesota State Director of Risk Management and the State of Minnesota Risk Management office should be consulted if there are questions about the levels of coverage and/or carriers. Risk analysis – business, program, operational and reputational risks.
- Assignment by either party must be approved in advance in writing

What Remains Important (4)

- Has the contract been modified or required clauses deleted without AGO or OGC review?
 - Use most current template directly from Finance website each time you draft to avoid use of outdated forms. Ensure no changes are made. If there are changes by the Purchaser, contact system legal counsel.
- Avoid I'll sign yours if you sign ours!
- Spelling, formatting, grammar, punctuation, math, and general appearance of document are professional and accurate
 - Minnesota State is one of the largest higher education systems in the U.S. Your work product should reflect the professionalism expected of a college or university and which you will provide to the Purchaser.

What Remains Important (5)

- Indemnification, attorney's fees, waiver of liability, waiver of statutes of limitations, clauses.
 - These types of clauses are not allowable because of state constitutional restrictions. Notify contractor that these must be deleted.
 - AFTER attempting to have these deleted, if the Purchaser refuses to agree, contact the system legal counsel (OGC or AGO) for further assistance.
- Governed by laws of the State of Minnesota
 - Minnesota State colleges/universities/system office may not agree to be governed by the laws of another state. Contact OGC/AGO if other party wants different law to control.
- Venue for suits in court located in Ramsey County
 - Contact OGC or AGO if Purchaser is requesting mediation and arbitration clauses
- Confidentiality provisions
 - Minnesota State cannot agree to keep information confidential if it is subject to public disclosure under the Minnesota Government Data Practices Act.



Employee Code Of Conduct

Why is Employee Ethical Behavior Important?

- We are obligated to comply with the law
 - Violations can result in
 - Criminal penalties
 - Employment sanctions – including termination
- Minnesota State’s Employee Code of Conduct is a compilation of various existing statutes and policies that govern employee conduct.
 - Minnesota State System Procedure 1C.0.1 – Employee Code of Conduct
 - [Frequently Asked Questions](#) about Minnesota State Employee Code of Conduct

Employee Ethics

Three basic principles in the ethics code for state employees:

- State/system resources are not to be used for private purposes;
- Gifts/favors given for duties performed by employee generally are prohibited;
- Conflicts of interest must be avoided when acting on behalf of the state.

Minn. Stat. § 43A.38



Lead Time

- Plan accordingly—expect the best and plan for the worst.
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- Use System templates and forms.
 - Resist changing footer.
- Allow time for negotiation.
- Read Agreement.
- Not every contract can be an emergency.

Contact Information

Mary Al Balber

Assistant General Counsel

maryal.balber@minnstate.edu

651-201-1752

Office of General Counsel

<https://www.minnstate.edu/system/ogc/index.html>

