Contract Number:

P.O. Number:

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS. THIS CONTRACT SHOULD ONLY BE USED WHEN MINNESOTA STATE IS GRANTING TO A THIRD PARTY. IF BOTH PARTIES ARE MINNESOTA STATE SYSTEM OR INSTITUTIONS, USE THE INTRA-AGENCY AGREEMENT TEMPLATE. FOR SUB-AWARDS UNDER FEDERAL GRANTS CONTACT OGC.]

# GRANT CONTRACT

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 *[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]* (hereinafter “Minnesota State”) and *[INSERT GRANTEE’S LEGAL NAME]*, an independent contractor, not an employee of the State of Minnesota, address *[INSERT GRANTEE’S FULL ADDRESS. DO NOT ONLY USE A PO BOX.]* (hereinafter “Grantee”) witnesseth that:

WHEREAS, Minnesota 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 described in this grant contract to the satisfaction of Minnesota State. Pursuant to [Minn. Stat. § 16B.98,](https://www.revisor.mn.gov/statutes/?id=16B.98) subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

1. **GRANTEE’S DUTIES**

*[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THAT YOU CAN HOLD THE GRANTEE ACCOUNTABLE FOR THIS WORK. DO THIS BY EITHER: 1) LISTING THE GRANTEE’S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE OR 2) USING AN EXHIBIT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES, NOT THE “PROPOSAL”. IF APPLICABLE, YOU MUST INDICATE THAT AN EXHIBIT IS INCORPORATED INTO THE GRANT CONTRACT, SUCH AS “Perform the duties specified in Exhibit A, which is attached and incorporated into this grant contract.”*

TIME: Grantee is required to perform all of the activities stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. Minnesota State is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by an authorized representative of Minnesota State that Grantee has not complied with the terms of the grant agreement.

1. **CONSIDERATION AND TERMS OF PAYMENT**
	1. Consideration for all services performed and goods and material supplied by the Grantee pursuant to this grant contract shall be paid by the Minnesota State as follows:
		1. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. EXPLAIN HOW THE GRANTEE WILL BE PAID. EXAMPLES: “IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]*
		2. Matching Requirements *[DELETE IF NOT APPLICABLE]*

The Grantee certifies that the following matching requirement, for the grant, will be met by the Grantee*: [INSERT MATCHING REQUIREMENTS]*

* + 1. 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 *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars ($120.00). IF NONE, INSERT “Zero Dollars ($0.00)]* provided that 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](https://www.minnstate.edu/system/templates/docs/2023-Commissioners-Plan.pdf)” promulgated by the Commissioner of Minnesota Management and Budget. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The Grantee shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from an authorized representative of Minnesota State.
		2. The **total obligation** Minnesota State for all compensation and reimbursement to the Grantee shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars ($4,120.00).]*
	1. **TERMS OF PAYMENT**
		1. Reimbursement shall be one initial cash advance of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) 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 Minnesota State.
		2. Payments shall be made by Minnesota State promptly after the Grantee’s presentation of invoices for services performed and acceptance of such services by the authorized representative for Minnesota State pursuant to Clause 6. Invoices shall be submitted according to the following schedule:      .
		3. *[IF APPLICABLE, INSERT THIS CLAUSE.]* Payments are to be made from federal funds obtained by Minnesota 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 Minnesota 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.
1. **CONDITIONS OF PAYMENT**

All services provided by the Grantee pursuant to this grant contract shall be performed to the satisfaction of Minnesota 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 Minnesota State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulations.

1. **UNEXPENDED FUNDS**

The Grantee must promptly return to Minnesota State any unexpended funds that have not been accounted for annually in a financial report to the Minnesota State due at grant closeout.

1. **TERM OF GRANT CONTRACT**
	1. **Effective Date**: [*INSERT FULL DATE (e.g., January 29, 2013)*] or the date Minnesota State obtains all required signatures whichever is later. Per, [Minn. Stat. § 16B.98,](https://www.revisor.mn.gov/statutes/?id=16B.98) subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the authorized representative of Minnesota State** **to begin the work.**
	2. **Expiration Date:** *[INSERT FULL DATE (e.g., January 29, 2013)]* or until all obligations have been satisfactorily fulfilled, whichever occurs first.
	3. **Survival of Terms**

The following clauses survive the expiration or cancellation of this grant contract: Liability; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

1. **CANCELLATION AND TERMINATION**
	1. This grant contract may be terminated by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the Grantee. In the event of such a termination, the Grantee shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
	2. **Termination For Breach.** Minnesota State may also terminate this grant contract, with cause, upon 30 days written notice to Grantee of an alleged breach and granting to the Grantee an opportunity to cure during this 30-day period. If during these 30 days, the alleged breach has not been remedied to the satisfaction of Minnesota State, Minnesota State may immediately terminate the grant contract with notice to Grantee, preserving all of its rights and remedies against the Grantee.
	3. Minnesota State may cancel this grant contract immediately if Minnesota 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 purpose for which the funds were granted have not been or will not be fulfilled. Minnesota State may take action to protect the interests of Minnesota State, including refusal to disburse additional funds and requiring the return of all or part of funds already disbursed.
	4. **Termination for Insufficient Funding*.*** Minnesota State may immediately terminate this grant contract if: 1) it does not obtain funding from the Minnesota Legislature, or other funding source; or 2) 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 electronic notice to the Grantee. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Minnesota State must provide the Grantee notice of the lack of funding within a reasonable time of Minnesota State receiving that notice.
2. **AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this grant contract must be sent to the other party’s authorized representative.

* 1. Authorized representative of Minnesota State for the purpose of administration of this grant contract is:

Name:

Address:

Telephone:

E-Mail:

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 presented pursuant to Clause 2, paragraph b. ii.

* 1. The Grantee’s authorized representative for the purpose of administration of this grant contract is:

Name:

Address:

Telephone:

E-Mail:

1. **ASSIGNMENT**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of Minnesota State.

1. **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.

1. **LIABILITY**

The Grantee 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 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 failure of Minnesota State to fulfill its obligations pursuant to this grant contract.

1. **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 Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the grant contract.

1. **GOVERNMENT DATA PRACTICES ACT**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this grant contract. The Grantee 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 grant contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Grantee in accordance with this grant contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Grantee or Minnesota State.

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

[IF THE SERVICES PROVIDED BY GRANTEE INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, OR YOU ARE UNSURE CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL CONTRACT PROVISIONS REGARDING DATA SECURITY AND IF APPLICABLE, FERPA LANGUAGE. IF YOU HAVE ANY OTHER QUESTIONS OR PRIVACY CONCERNS ABOUT THIS GRANT CONTRACT, PLEASE CONTACT THE OFFICE OF GENERAL COUNSEL IN ADVANCE OF SENDING THE CONTRACT TO GRANTEE.]

1. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**
	1. Minnesota State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this grant contract, created and paid for under 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 (hereinafter “Materials”).

The Grantee hereby assigns to Minnesota State all rights, title and interest to the Materials. The Grantee 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 grant contract by the Grantee, 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 Grantee, its employees and any subcontractors, and the Grantee 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 authorized representative of Minnesota State.

* 1. 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, to the extent permitted by the Attorney General, Minnesota State at the Grantee’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 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 opinion of Minnesota State is likely to arise, the Grantee shall, at the discretion of Minnesota State, 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.

1. **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 subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of the authorized representative of Minnesota State. The Grantee must not claim that Minnesota State endorses its products or services.

1. **DATA DISCLOSURE**
	1. As a condition of this contract, Grantee 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 Grantee to file state tax returns and pay delinquent state tax liabilities. **This grant contract will not be approved unless these numbers are provided.**
	2. **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.
2. **WORKERS’ COMPENSATION**

The Grantee certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers’ compensation insurance coverage. The Grantee’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 the obligation or responsibility of Minnesota State.

1. **GOVERNING LAW, JURISDICTION AND VENUE**

This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. The 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.

1. **INDEPENDENT CONTRACTORS**

Minnesota State and Grantee are independent contractors and have no authority to act for the other party except as expressly provided in this grant contract. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Grantee and Minnesota State. This grant contract shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Minnesota State nor the Grantee shall be under any obligation to any third party by reason of this grant contract or any term thereof.

1. **ENTIRE AGREEMENT**

This grant contract contains all negotiations and agreements between Minnesota State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

1. **CLERICAL ERROR**Notwithstanding Clause “Assignment, Amendments, Waiver, and Grant Agreement Complete” of this grant agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. Minnesota State must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.
2. **FORCE MAJEURE**

No party to this contract shall be responsible for any delays or failure to perform any obligation under this contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties’ duty to perform obligations shall be suspended.

1. **NON-DISCRIMINATION**

The Grantee recognizes that it is the policy of Minnesota State to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Grantee agrees to adhere to this policy in implementing this Agreement.

1. **OTHER PROVISIONS.**

*[IF “NONE”, WRITE “NONE”]*

*[IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL.]*

The rest of this page intentionally left blank. Signature page to follow.

*[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]*

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

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| **By (authorized signature and printed name)** |
| **Title** |
| **Date** |

**2. VERIFIED AS TO ENCUMBRANCE:**

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

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |

**3. GRANTEE:**

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

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |

**4. AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name)       |
| Title      |
| Date      |