

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.]***

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 “Minnesota State”), and [INSERT NAME OF PURCHASER], located at [INSERT FULL ADDRESS FOR PURCHASER. DO NOT USE A P.O. BOX.] (hereafter "Purchaser") agree as follows:

1. **DUTIES OF MINNESOTA STATE. Minnesota State agrees to provide the following:** *[BE AS SPECIFIC AS POSSIBLE.]*
   1. Title of Instruction/ Activity/ Service:
   2. Date(s) of Instruction/ Activity/ Service:
   3. Instructor/ Trainer/ Consultant:
   4. Location *[INCLUDE ADDRESS/ROOM NUMBER(S) IF AVAILABLE AND ADDRESS PARKING IF APPLICABLE]:*
   5. Other Provisions: [*IF “NONE”, WRITE “NONE”]*
   6. See Attached [DELETE OR INSERT “Perform the duties specified in Attachment (X), which is attached and incorporated into this contract.”]
2. **DUTIES OF THE PURCHASER. The Purchaser agrees to provide:**

*[INSERT DUTIES OR “N/A”. IF PURCHASER IS PROVIDING STAFF, REGISTRATION DUTIES, LOCATION OR SPECIFIC TOOLS, MATERIALS OR EQUIPMENT FOR PARTICIPANTS INCLUDE THOSE DETAILS HERE. ]*

*See attached [DELETE OR INSERT “Perform the duties specified in Attachment (X), which is attached and incorporated into this contract.”]*

1. **SITE OF INSTRUCTION/ ACTIVITY/ SERVICE:** *[INSERT NAME OF PARTY RESPONSIBLE FOR PROVIDING SITE]* shall make all the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.
2. **CONSIDERATION AND TERMS OF PAYMENT.**
   1. **COST.** Cost of Instruction/ Activity/ Service (total or per hour): *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) per hour for eighty (80) hours. SPECIFY THE PAYMENT DETAILS, SUCH AS PAYMENT PER REGISTRATION OR NUMBER OR PARTICIPANTS PER RATE, OR CLASS, TO INDICATE HOW THE PARTIES AGREED AS TO THE TERMS OF COST FOR INSTRUCTION.]*

Other Fees: *[INSERT OTHER FEES, SUCH AS BOOKS, TOOLS, UNIFORMS OR ANY ADDITIONAL COSTS, OR IF NONE, WRITE “NONE”.]*

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the Purchaser desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, Purchaser shall give at least *[INSERT NUMBER]* days’ notice in writing to the authorized agent for Minnesota State to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, Minnesota State shall be entitled to payment calculated according to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

* 1. **TERMS OF PAYMENT.** Minnesota State will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within *[INSERT NUMBER]* days of receiving the invoice. Please send payment to: *[INSERT APPLICABLE NAME AND ADDRESS.]*

1. **AUTHORIZED REPRESENTATIVES FOR THE PURPOSES OF THIS CONTRACT.**

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

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

Name:       or their successor

Address:

Telephone:

E-Mail:

* 1. The Purchaser's authorized representative for the purpose of administration of this contract is:

Name:       or their successor

Address:

Telephone:

E-Mail:

1. **TERM OF CONTRACT.**

This contract is effective on *[INSERT FULL DATE (e.g., January 29, 2022)]* or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until *[INSERT FULL DATE (e.g., June 15, 2022)]* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The Purchaser understands that no work should begin under this contract until all required signatures have been obtained. [IF INVOICE/PAYMENT TIME IS BEYOND THE DATE OF THE INSTRUCTION/EVENT, ADJUST CONTRACT END DATE TO ALLOW FOR FULL COMPLETION OF ALL DUTIES BY BOTH PARTIES, INCLUDING PAYMENT.]

1. **CANCELLATION.** This contract may be canceled by the Purchaser or Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, Minnesota State shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed to the date of cancellation.
2. **ASSIGNMENT.**

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

1. **LIABILITY.**

The Purchaser 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 Purchaser or Purchaser’s agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

1. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").**

The PURCHASER agrees that in fulfilling the duties of this contract, the Purchaser is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

1. **GOVERNMENT DATA PRACTICES ACT.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Purchaser 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 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 clause by either the Purchaser or Minnesota State.

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

*[IF THE SERVICES PROVIDED BY PURCHASER INCLUDE ACCESS TO, STORAGE, OR TRANSMISSION OF EDUCATION RECORDS OR EDUCATION DATA, OR OTHER DATA THAT SHOULD BE SECURED, 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 IN ADVANCE OF SENDING THE CONTRACT TO THE PURCHASER OR CONTRACT EXECUTION.]*

1. **RIGHTS IN ORIGINAL MATERIALS.** *[ DO NOT AGREE TO KEEP PURCHASER’S MATERIALS AS CONFIDENTIAL. CONTACT OFFICE OF GENERAL COUNSEL IF YOU HAVE QUESTIONS* *IN ADVANCE OF FINALIZING CONTRACT.] [INSERT Minnesota State OR PURCHASER]* shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed College/University and its employees individually or jointly with others or any subcontractors in the performance of its obligations under this contract. This provision shall not apply to the following materials:

*[INSERT AS APPLICABLE]*

1. **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.
2. **CLERICAL ERROR**. Notwithstanding Clauses “Assignment, Amendments, and Entire Agreement ” of this contract, 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 this contract without executing an amendment. Minnesota State will inform the Purchaser of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.
3. **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.

1. **OTHER PROVISIONS.**

*[IF “NONE”, WRITE “NONE”]*

*[IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THIS CONTRACT, SEEK ASSISTANCE FROM OFFICE OF GENERAL COUNSEL IN ADVANCE OF FINALIZING CONTRACT.]*

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

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

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

**APPROVED:**

1. **PURCHASER:**

The Purchaser certifies that the appropriate person(s) have executed the contract on behalf of Purchaser 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 |

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

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

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

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

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