STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD]. EXAMPLE: Commissioner of _____________ OR Director of ___________.] ("STATE") and [GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS] ("GRANTEE").

Recitals
1. Under Minn. Stat. 175.17 [INSERT THE STATUTORY AUTHORITY TO ENTER INTO THIS GRANT CONTRACT AGREEMENT. YOU MUST HAVE SPECIFIC STATUTORY AUTHORITY] the State is empowered to enter into this grant contract agreement.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE GRANT].
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement
1. Term of Grant Contract Agreement
   1.1 Effective date:
   [SPELL OUT FULL DATE (e.g., July 1, 2020)], Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.
   1.2 Expiration date:
   [SPELL OUT FULL DATE (e.g., June 30, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.
   1.3 Survival of Terms.

2. Grantee’s duties
The Grantee, who is not a state employee, will:
Comply with required grants management policies and procedures set forth through
Minn.Stat.§16B.97, Subd. 4 (a) (1).

[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THE STATE AND GRANTEE ARE CLEAR ON
EXPECTATIONS, RESULTS AND OUTCOMES. THIS CAN BE DONE BY:
1) LISTING THE GRANTEE’S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL
HERE
OR
2) USE AN EXHIBIT/ATTACHMENT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES. YOU
MUST INDICATE THAT THE EXHIBIT IS INCORPORATED INTO THE GRANT CONTRACT AGREEMENT, SUCH
AS “PERFORM THE DUTIES SPECIFIED IN EXHIBIT A WHICH IS ATTACHED AND INCORPORATED INTO
THIS GRANT CONTRACT AGREEMENT.”]

3. Time
The Grantee must comply with all the time requirements described in this grant contract
agreement. In the performance of this grant contract agreement, time is of the essence.

4. Consideration and payment
4.1 Consideration.
The State will pay for all services performed by the Grantee under this grant contract
agreement as follows:

(a) Compensation
The Grantee will be paid [EXPLAIN HOW THE Grantee WILL BE PAID. EXAMPLES: “an hourly
rate of $______ up to a maximum of _______ hours, not to exceed $__________;” or “a
lump sum of $_________.”
IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING,
“ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS
ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT AGREEMENT. “BE SURE TO
ADD ANY GRANTEE MATCHING REQUIREMENTS.]

(b) Travel Expenses
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the
Grantee as a result of this grant contract agreement will not exceed $ [INSERT TOTAL
TRAVEL BUDGET HERE. IF NONE, INSERT $0.00”]; provided that the Grantee will 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 Minnesota Management and Budget (MMB). The Grantee will not be
reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has
received the State’s prior written approval for out of state travel. Minnesota will be
considered the home state for determining whether travel is out of state.

(c) Total Obligation.
The total obligation of the State for all compensation and reimbursements to the Grantee
under this grant contract agreement will not exceed $[THIS MUST BE THE TOTAL OF 4.1(A)
AND 4.1(B) ABOVE].
4.2 Payment
(a) Invoices
The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
[EXAMPLE: “Upon completion of the services,” OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.].
(b) Unexpended Funds
The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements
Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.
(a) The grantee must not contract with vendors who are suspended or debarred in MN:
http://www.mmd.admin.state.mn.us/debarredreport.asp

5. Conditions of payment
All services provided by the Grantee under this grant contract agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized representative
The State’s Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
The Grantee’s Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee’s Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7. Assignment amendments, waiver, and Grant Contract Agreement complete
7.1 Assignment
The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments
Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver
If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State’s right to enforce it.

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

8. Liability
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9. State audits
Under Minn. Stat. § 16B.98, Subd.8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government data practices and intellectual property rights
10.1 Government Data Practices
The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.

10.2 Intellectual Property Rights
(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The “works” means all inventions, improvements, discoveries (whether or not patentable),
databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other
remedies provided by law.

11. Workers’ Compensation
The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12. Publicity and endorsement
[IF THE GRANT FUNDING SOURCE(S) HAVE ADDITIONAL PUBLICITY REQUIREMENTS, LIST HERE]

12.1 Publicity
Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee’s website when practicable.

12.2 Endorsement
The Grantee must not claim that the State endorses its products or services.

13. Governing law, jurisdiction and venue
Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination
[AT A MINIMUM, MUST INCLUDE LANGUAGE IN 14.1, TERMINATION BY THE STATE. AGENCIES MAY INCLUDE 14.2, 14.3, 14.4 AND ALTERNATE TERMINATION LANGUAGE AS DETERMINED BY THE AGENCY AND ASSISTANT ATTORNEY GENERAL OR AGENCY LEGAL AND FINANCIAL DIVISION CONSULTATION]

14.1 Termination by the State
The State may immediately terminate this grant contract agreement with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature [STATE GRANT FUNDS
ONLY]

(b) 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
Grantee. The 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. The State will not be assessed any penalty if the
grant contract agreement is terminated because of the decision of the Minnesota
Legislature, or other funding source, not to appropriate funds. The State must
provide the Grantee notice of the lack of funding within a reasonable time of the
State’s receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis
after the state agency has consulted with their legal and finance teams.

15. Data disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to
disclosure of its social security number, federal employer tax identification number, and/or
Minnesota tax identification number, already provided to the State, to federal and state tax
agencies and state personnel involved in the payment of state obligations. These identification
numbers may be used in the enforcement of federal and state tax laws which could result in
action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if
any.
SAMPLE

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: 
Date: 
SWIFT Contract/PO No(s).:

2. GRANTEE
The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Title: 
Date: 

By: 
Title: 
Date: 

3. STATE AGENCY

By: 
(with delegated authority)
Title: 
Date: 

Distribution: 
Agency
Grantee
State’s Authorized Representative