STATE OF MINNESOTA and
MINNESOTA STATE COLLEGES AND UNIVERSITIES
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Grantee College/University Name, located at Address, City, State, Zip ("Grantee").

Recitals

1. Under Minn. Stat. § 216C.02, subd. 1, the State is empowered to enter into this grant contract.
2. The State is in need of assistance in the promotion of renewable energy resources and energy efficiency.
3. The Grantee represents that it is duly qualified and agrees to perform services described in this grant contract 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.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date*:** mm/dd/yyyy, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per, Minn. Stat. § 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 State's Authorized Representative to begin the work.**

1.2 ***Expiration date*:** mm/dd/yyyy, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, which is not a State employee, will:

2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4 (a)(1).

2.2 Execute the duties set forth in Exhibit A, which is attached and incorporated into this grant contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, 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 as follows:

4.1.1 ***Compensation.*** The Grantee will not exceed **Grant Amount in Words** dollars ($##,###.00) of actual eligible costs incurred in the performance of the Grantee's duties according to the breakdown of costs contained in the grant budget (Exhibit B), which is attached and incorporated into this grant contract.

4.1.2 ***Total Obligation*.** The total obligation of the State for all compensation and reimbursements to

the Grantee under this grant contract will not exceed **Grant Amount in Words** dollars ($##,###.00) of the total actual, eligible costs incurred in the performance of the Grantee's duties specified in Exhibit A.

4.2 ***Payment***

4.2.1 ***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 schedule as outlined in Exhibit A.

4.2.2 ***Retainage***. No more than 95 percent of the amount due under this grant contract may be paid until the final product of this grant contract has been reviewed by the State's Authorized Representative. The balance due will be paid when the State's Authorized Representative determines that the Grantee has satisfactorily fulfilled all the terms of this grant contract.

4.2.3 ***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**

As a state entity, the Grantee will adhere to applicable contracting and bidding requirements.

4.4 **Budget Categories**. Upon notice to and written approval by the State's Authorized Representative, the Grantee's budget for any one category in Exhibit B may be increased by up to 10% of the amount shown in Exhibit B for that category, with the amount of the increase moved from one or more other categories in Exhibit B. To move more than 10% into a budget category from another budget category or categories will require an amendment to the grant contract.

5 Conditions of Payment

All services provided by the Grantee under this grant contract 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 **Mandi Schienebeck**, Solar for Schools Program Manager, 651-539-1829, Amanda.Schienebeck@state.mn.us, or their successor. The State's Program Manager is **Carl Ludewig**, Solar Assistant, carl.ludewig@state.mn.us, or their successor. The State's Authorized Representative or Program Manager have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative or the State's Program Manager will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **First and Last Name,** Title, phone, e-mail address, or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their

successors in office.

7.2 ***Amendments.*** Any amendments to this grant contract 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, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete.*** This grant contract 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 State and Grantee will each be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Grantees and State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable law.

9 State Audits

Under Minn. Stat. § 16B.98, subd. 8, the State and Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State, Grantee and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, 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. 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 Grantee's response to the request shall comply with applicable law.

10.2 ***Intellectual Property Rights.*** The Grantee shall own 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. 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 Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant 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 Grantee, its employees, agents, or subcontractors, in the performance of this grant contract.

10.3 ***License to the State***. Subject to the terms and conditions of this grant contract, Grantee grants to State a limited, non-exclusive, non-transferable right to use such Materials, subject to the terms and conditions of this Agreement or subsequent mutually agreed upon written terms. State agrees that it shall not sell, license, or otherwise distribute the materials or know how to any third party without the prior written consent of Grantees. State's use of the Materials shall be for non-profit educational purposes only.

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

12.1 ***Publicity***. Any publicity regarding the subject matter of this grant contract 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. For any public communications about the solar project, on websites, newsletters, news media, social media, etc., the Grantee will recognize funding from the Minnesota Department of Commerce Solar for Schools Program. See *Exhibit A, Task 4. Promotion* for additional details pertaining to project promotion and publicity.

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. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***(a) Without Cause.***

The State may terminate this grant contract 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.

(b) With Cause. The State may immediately terminate this grant contract 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. Per 16B.991, the State must immediately terminate this grant contract if the recipient is convicted of a criminal offense related to a state grant.

14.2 ***The Commissioner of Administration*** may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes, or it is not in the best interest of the State.

14.3 ***Termination for Insufficient Funding***. The 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. 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 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.

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.

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed:

Name:

Title:

Date:

Grant Contract / PO:

2. **GRANTEE NAME/ MINNESOTA STATE COLLEGES AND UNIVERSITIES [INSERT COLLEGE/UNIVERSITY NAME]**

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

By:

Name:

Title:

Date:

AS TO FORM AND EXECUTION:

By:

Name:

Title:

Date:

3. **MN DEPARTMENT OF COMMERCE**

(with delegated authority)

By:

Name:

Title:

Date:

Distribution:

MN Dept. of Commerce, Accounting Dept.
Grantee
State's Authorized Representative (copy)