

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of the Office of Higher Education ("State") and <<GRANTEE NAME AND ADDRESS>> ("Grantee").

Recitals

1. Under [Minn. Stat. §136A.246](#) the State is empowered to enter into this grant.
2. The State is in need of training programs that train employees to achieve competency standards identified in [Minn. Stat. § 175.45](#) and [Minnesota Laws 2014, chapter 312, article 3, section 21.](#)
3. The Grantee represents that it is duly qualified and agrees to perform all 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:*

<<START DATE MONTH, DAY, YEAR>>, 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.

1.2 *Expiration date:*

<<END DATE MONTH, DAY, YEAR>>, 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, 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).

The Grantee shall complete and execute a work plan and budget document that includes data elements related to dual trainee population, related instruction, on-the-job training, and budget. The work plan and budget document must be complete with current data elements before the execution of a contract. If future data elements require modification, the Grantee must first seek authorization from the State. If a dual trainee does not complete training per the work plan and budget document, the Grantee shall immediately notify the State. If a related instruction training provider issues a cost refund, the Grantee shall send the State any money due, up to the amount of the grant already reimbursed to the Grantee for that dual trainee.

The Grantee will immediately notify the State if a dual trainee voluntarily or involuntarily leaves employment of the Grantee, or if the dual trainee's physical work location is moved outside the state of Minnesota. The Grantee and/or related instruction training provider is not eligible to receive grant funds for a dual trainee who is no longer employed by the Grantee or no longer works at a physical location within Minnesota. If the change in employment status or work location happens during the middle of a training period, the State shall be repaid any credit balance paid back to the Grantee from the related

instruction training provider.

The Grantee shall ensure that each dual trainee completes a Dual Trainee Form. The State cannot issue reimbursement to the Grantee until the form is fully executed and returned to the State.

The Grantee shall enter into and execute a Training Agreement with each related instruction training provider prior to the execution of a contract. The Grantee shall pay the related instruction training provider directly for all training costs (tuition; fees; required books and materials) and then invoice the State for reimbursement from the grant, minus any applicable 25% employer match. The Grantee must provide the State with documentation that reflects proof of payment to the related instruction training provider for the cost of training. The State may also request additional documentation including but not limited to invoices from the related instruction training provider evidencing course costs and receipts for books/materials required by the related instruction training provider.

The Grantee shall complete all monitoring and reporting requirements requested by the State.

All supporting documentation shall be maintained on file by the Grantee and be available upon request by the State, including but not limited to all dual trainee, dual-training program, and grant records.

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 reimburse the Grantee for the cost of related instruction required by the related instruction training provider under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed for payment made to the related instruction training provider for the cost of related instruction (tuition, fees, required books, and required materials) completed by the dual trainee as outlined in the work plan and budget document. In the case that the dual trainee paid for required books and/or materials through a third party, the Grantee will be reimbursed for payment made to the dual trainee. The cost of on-the-job training shall be paid by the Grantee and not eligible for reimbursement under this grant.

The total amount paid at any one time shall not exceed the amount invoiced to the State for payment of the grant minus any applicable 25% employer match, and not exceed the overall annual maximum of \$6,000 per dual trainee.

(i) Cost of Training

The cost of training is tuition, fees, books, and material as required by the related instruction training provider.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses is not allowed.

(c) Room and Board

Reimbursement for room and board expenses is not allowed.

(d) 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 total and \$6,000 per dual trainee.

4.2 **Payment**

(a) Invoices

The State will promptly pay, within 30 days, 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:

- The invoice must be submitted no later than **30 days** after the end of the academic term or related instruction training course, whichever is later.
- The invoice must align with a prior approved work plan and budget document.
- The invoice must be accompanied by proof that Grantee has paid related instruction training provider.
- If the Grantee is required to pay a 25% match of the cost of training, the Grantee may not submit for reimbursement of that portion of the cost of training.
- If the State requests additional invoice documentation, the Grantee has **60 days** from the date of the first invoice to supply the documentation. Failure to submit documentation within the timeframe will result in a void invoice and the Grantee must submit an updated invoice.

(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.

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 Jacquelynn Mol Sletten, Financial Aid Administrator, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108, (651) 355-0609, jacquelynn.mol.sletten@state.mn.us 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. 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, and EMAIL>>**. 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, 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 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 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.

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 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 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.

Government Data Practices and Intellectual Property Rights

10 **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 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.

10.1 **Intellectual Property Rights**

The State shall own all rights, titles and interest in all of the materials conceived or created by the Grantee, or its employees or sub grantees, either individually or jointly with others and which arise out of the performance of this grant contract, including any inventions, reports, studies, designs, drawing, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

The Grantee hereby assigns to the State all rights, title and interest to the Materials. Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the 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 sub grantees, 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 the State by the Grantee, its employees and any sub grantees 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 prior written consent of the State's Authorized Representative.

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. Grantee will be responsible for its own acts and behavior and the results thereof.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the 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.

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 appropriation 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. 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 Termination by the State

The State may immediately terminate this grant contract 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 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 if:

- (a) It does not obtain funding from the Minnesota Legislature
- (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 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.

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.