

Generic Grant Agreement

STATE OF MINNESOTA
ENVIRONMENTAL ASSISTANCE GRANT PROGRAM
GRANT AGREEMENT

This Grant Agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA POLLUTION CONTROL AGENCY**, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and **GRANTEE'S NAME** , Full Address ("Grantee").

Recitals

1. WHEREAS, the STATE, pursuant to Minn. Stat. § 115A.0716 and Minn. Rules Parts 9210.0800 - 9210.0855, administers an Environmental Assistance Grant Program and is empowered to enter into this Grant Agreement; and
2. WHEREAS, **Grantee's Name** applied to the MPCA for an Environmental Assistance Grant to **Project description** ; and
3. WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 115A.0716 and Minn. Rules Parts 9210.0800 - 9210.0855; and
4. WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **written dollar amount** **Dollars (\$** **)**; and
5. WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. NOW THEREFORE, the MPCA and the **Grantee's Name** enter into this Grant Agreement (Agreement) and agree as follows:

1. **TERMS OF AGREEMENT**

1.1 Effective Date: or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin work.

1.2 Expiration Date: **June 30,** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms: The following Parts shall survive the expiration or cancellation of this Agreement: 4. Governing Law, Jurisdiction, and Venue; 20. Publicity and Endorsement; 23. State Audits; 24. Indemnification; 25. Government Data Practices and Intellectual Property; and 26. Data Disclosure.

2. **GRANTEE'S DUTIES**

Grantee, who is not a State employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Final Application and supplements and correspondence related thereto (on file at the MPCA and incorporated into this Agreement by reference) in the time and manner set forth in the project Work Plan and Budget (**Attachment A**) and in accordance with the

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8. AUTHORITY TO CONTRACT

To the extent specified in **Attachment A**, Grantee is authorized to enter into agreements needed to complete the work specified in this Agreement. The MPCA shall be made a third party beneficiary to all such agreements. Before using any contractor other than those specified in Attachment A to complete work specified in this Agreement, Grantee must first obtain the written consent of the State Authorized Representative.

9. CONSIDERATION

The MPCA will pay for all services performed by the Grantee under this Agreement as follows:

9.1 Compensation. The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this Agreement.

9.2 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Agreement will be 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 which is incorporated into this Agreement by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it is provided for in Attachment A, or Grantee has received the State's prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

9.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this Agreement will not exceed **written dollar amount** **Dollars (\$** **).**

10. PROJECT FUNDING AND DISBURSEMENTS

10.1 Condition of Payment. All services provided by the Grantee under this Agreement must be performed to the MPCA's satisfaction, as determined at the sole discretion of the State 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. Disbursements shall not be construed as a waiver by the State of any authority it may have to remedy Grantee's noncompliance with this Agreement.

- A. The MPCA shall disburse to the Grantee a maximum total of **written dollar amount** **Dollars (\$** **)** or Seventy-five percent (75%) of the total project costs incurred by the Grantee, whichever is less. Unless the Grantee advises the MPCA to the contrary, in writing, all disbursements by the MPCA shall be made to Grantee at the following address:

**(Insert Grantee's Name
Address
City/State/Zip Code
Fiscal Agent or Grantee Contact: phone #)**

CFMS#: B
FY ID#
Award: \$
Name of Grantee

- B. The MPCA shall reimburse the Grantee for only those expenditures incurred during the Term of this Agreement as set forth in Parts 1.1 and 1.2 or at the time of the MPCA approval of the final project report, whichever occurs first. No funds shall be disbursed by the MPCA in the absence of adequate documentation as determined by the MPCA. Grant funds shall be disbursed as follows:
1. The MPCA shall make the first disbursement of funds only after confirming the Grantee's submission of documentation evidencing the commitment of matching funds necessary to fund the entire Project as provided in Part 10.2. At that time, the MPCA shall disburse () percent of the Grant funds within thirty (30) days after the MPCA approves the documentation; and
 2. To be eligible for the second disbursement, the Grantee must submit an Interim Report, inclusive of change orders/amendments, and budget expenditures. The MPCA shall disburse up to an additional () percent of the Grant funds within thirty (30) days after the MPCA approves the Interim Report required in Part 15.2 of this Agreement. Grantee must submit an itemized list of expenditures, and if requested, Grantee must submit receipts for each non-salary expense category which in aggregate is \$500 or more. The Interim Report must demonstrate that the monies claimed conform to the Project budget as specified in Attachment A and will not exceed the total Grant award; and
 3. To be eligible for final disbursement, the Grantee must submit a Final Report, inclusive of change orders/amendments, budget expenditures, and an Executive Project Summary. The MPCA shall disburse the final () percent of the funds within thirty (30) days after the MPCA approves the Final Report and an Executive Project Summary required in Part 15.3 of this Agreement. Grantee must submit an itemized list of expenditures, and if requested, Grantee must submit receipts for each non-salary expense category which in aggregate is \$500 or more. The Final Report must demonstrate that the monies claimed conform to the Project budget as specified in Attachment A and will not exceed the total Grant award.

10.2 Grantee Commitment of Financing

- A. Grantee shall provide matching funds necessary for the completion of the Project of not less than Twenty-Five percent (25%) of total project costs.
- B. Grantee shall ensure that sufficient funding is available to the Project to assure its satisfactory completion. Grantee shall not reduce the monetary amount it has committed to the Project through its own or other funds, as specified in Attachment A, without written consent of the MPCA.
- C. Grantee shall bear the sole responsibility for cost overruns in completing this Project.

11. USE OF GRANT FUNDS AND REPAYMENT OF GRANT

- A. Grantee shall use Grant funds solely for eligible costs, as defined in Minn. Rules Parts 9210.0800 - 9210.0855 and as identified in Attachment A.
- B. Grantee shall use Grant funds solely for eligible costs incurred within the term of this Agreement.

- C. The MPCA has determined the amount of the Grant award to the Grantee based on the Grantee's estimate of eligible costs. If at the conclusion of the Agreement it is determined that the MPCA's contribution to the Project costs exceeds the percentage of eligible costs specified in Part 10.1.A, the Grantee shall promptly return to the MPCA the difference between the disbursed funds and the percentage of eligible costs authorized under this Agreement.
- D. Grantee shall reimburse the State, upon demand, for the following:
1. Any amounts paid by the State for which the Grantee's books, records and other documents are not sufficient to substantiate that those amounts were used by the Grantee to perform the Project.
 2. Any amounts received by Grantee from the State for Project costs which have been inaccurately reported.
 3. Any amounts paid by the Grantee to a Contractor not authorized in writing by the State.
 4. Any amount paid by the State for Project costs which either duplicate costs covered by other specific Grants or Agreements, or costs determined by the State as non-eligible under the provisions of Part 11.A.
 5. Any amount identified as a financial audit exception.

12. EQUIPMENT (if applicable)

The Grantee must use equipment purchased under this Agreement for as long as it is needed for the Project and must not encumber the equipment. If Grantee ceases to use any equipment purchased for the Project under this Agreement during the term of this Agreement, Grantee must sell the equipment for fair market value and reimburse the State seventy-five percent (75%) of the sale proceeds or, if the State's commitment of funding to the Project is less than seventy-five percent (75%) as determined by the amount stated in Part 10.1.A, the Project Budget in Attachment A, and any State-approved changes or amendments thereto, reimburse the State the percentage of the sale proceeds that equal the State's commitment of funding to the Project. If the equipment cannot be sold, Grantee must obtain MPCA's prior written approval for appropriate disposition of the equipment.

13. COMPLIANCE WITH THE LAW

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws.

14. PERMITS AND APPROVALS

The Grantee and Grantee's agents shall obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

15. REPORTING REQUIREMENTS (Attachments B)

All reporting must be provided to the MPCA Authorized Representative. **All reports must be electronically submitted and must follow the format of the Continual Tracking Report (Attachment B) which incorporates the approved project Work Plan and Budget (Attachment A). In accordance with Minnesota Session Laws 2009, chap. 37, sec 3, information provided by the Grantee on project expenditures and measurable outcomes will be posted on the MPCA's Web site. Grantees with active Web sites must either post the information on their Web site as well, or make reference to the MPCA Web site.**

15.1 Monthly Reports. The Grantee shall, if requested by the MPCA Authorized Representative, provide an oral or written monthly update on the progress of the Project. These requested updates may require such information as tasks accomplished, financial expenditures, and other information deemed necessary by the MPCA Authorized Representative.

15.2 Interim Report (Attachment B). By the date specified in Attachment A, or prior to the second disbursement of funds, whichever occurs first, the Grantee shall prepare an interim report to the satisfaction of the MPCA Authorized Representative summarizing the status of the Project and expenditures to date, including work plan tasks completed, status of timelines, interim results achieved, difficulties encountered in implementing the Project, solutions considered or implemented to resolve those difficulties (Lessons Learned), and any Project Work Plan and Budget change orders/amendments.

The Interim Report shall also summarize all expenses incurred to date in completing work plan tasks including labor, equipment, materials, travel and other expenses outlined in Attachment A. The Interim Report shall indicate the actual out-of-pocket cash and in-kind expenditures of the Grantee and the number of hours of labor performed pursuant to this Agreement.

The Interim Report shall not be approved by the MPCA and payment shall not be disbursed unless the report contains the above information to the satisfaction of the MPCA.

15.3 Final Report, Executive Project Summary (Attachments B) and Presentations

1. **Final Report.** Within thirty (30) days after completion of tasks as specified in Attachment A, Grantee shall submit a final report to the MPCA. The Final Report shall describe, in detail, the history of and conclusions reached from implementing the Project, the technical and economic feasibility of the Project, and the total expenses incurred in implementing the Project.

If the Project is terminated prior to the scheduled completion, the Final Report shall also discuss the conclusions that led to the termination of the Project, results achieved on all tasks completed and recommendations on how these results could be used in future projects.

If the MPCA determines that the information submitted in the Final Report is inadequate, the Grantee shall prepare and submit additional information reasonably requested by the MPCA. The Final Report shall not be approved by the MPCA and final payment shall not be disbursed unless the Report contains the specified information to the satisfaction of the MPCA.

2. **Executive Project Summary.** At the same time the Final Report is submitted, the Grantee must also submit a summary of the project and its results. This Executive Project Summary will be used in reports and to disseminate information on the outcomes and environmental benefits of the project.
3. **Presentations.** Upon completion of the Project, if required in Attachment A, the Grantee shall make a minimum of two presentations of the information gained in this Project to appropriate parties. Written notification of each presentation given shall be forwarded to the MPCA. The notification shall include the name of the organization, the information presented and an estimate of the number of people present when the presentation was given.

15.4 Treatment of Data. All data (information) related to this Project and Agreement that is maintained by the MPCA is public unless the Minnesota Data Practices Act, Minn Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to MPCA in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:

- 1) In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
- 2) Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the MPCA at the same time it submits the report containing the information in question.

The MPCA shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the MPCA shall promptly determine whether the information qualifies for nonpublic or private data treatment under Minn. Stat. §§ 13.37 and 115A.06. If the MPCA determines that the information may be treated as nonpublic or private data, the MPCA shall use its best efforts to treat the information accordingly.

16. AMENDMENTS and CHANGE ORDERS

16.1 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been approved and executed by the same parties, or their successors in office, who approved and executed the original Agreement. The State will not consider nor accept amendments requesting additional Grant funds.

16.2 Change Orders. If the State's or Grantee's Authorized Representative identifies minor changes needed in the work plan or budget, either party may initiate a Change Order. The Change Order must be approved by the Grantee and State Authorized Representatives. The State Authorized Representative may approve work plan and line item budget changes in Attachment A if: (1) the Grantee requests the change in a timely manner; (2) good cause exists for the change; (3) the change will not jeopardize the success of the Project or reduce the Grantee's expenditures to an amount less than the matching amount required by Part 10.2.A of this Agreement; (4) the change will not alter the overall scope of the Project; (5) the change will not increase the amount of the Agreement; and (6) requests for work plan time extensions will not cause or necessitate an extension of the term of this Agreement. Requests for work plan or line item budget changes shall be in writing. Change Orders shall become an integral and enforceable part of this Agreement once approved by the Grantee and State Authorized Representatives.

17. FAILURE TO COMPLY

17.1 Suspension or Termination. Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the MPCA agrees to an amendment or change order under Part 16. Upon default, the MPCA may immediately suspend or

terminate the Agreement and cease making further disbursements. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the MPCA. If the MPCA finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the MPCA reserves the right to exercise all other available remedies.

17.2 Notice of Default. In the event of default, the MPCA shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the MPCA's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the MPCA within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the MPCA may immediately terminate the Agreement.

17.3 Response to Notice of Default. The MPCA may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

18. TERMINATION

18.1 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The State is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not 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.

18.2 Termination by the State. The State or commissioner of Minnesota Management and Budget may cancel this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for satisfactory performance of the Project. The State's payment is limited to the State's percentage of unreimbursed eligible Project costs incurred by Grantee.

19. 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.

20. PUBLICITY AND ENDORSEMENT

20.1 Publicity. Any publicity regarding the subject matter of this Agreement must identify the State as a funding source and must not be released without prior written approval from the State 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 Agreement.

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

21. HEALTH AND SAFETY

The Grantee is responsible for taking all acts necessary to ensure the health and safety of personnel performing tasks associated with work funded under this Agreement. Contractors shall be responsible for providing insurance to cover risks associated with work performed by Contractors, including, but not limited to, workers' compensation and unemployment insurance.

22. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes ch. 363 (the Minnesota Human Rights Act), Minnesota Statutes § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

23. STATE AUDITS

The Grantee shall retain receipts for and maintain detailed records of all expenditures related to this Agreement. When requested by the State Authorized Representative, the Grantee shall produce all records relevant to work performed under this Agreement, and submit those records to the MPCA. Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement 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 Agreement, or as long as requested by the State Authorized Representative, whichever establishes a greater length of time. In addition, the Grantee shall permit representatives of the MPCA to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. INDEMNIFICATION

In the performance of this Agreement by the Grantee, or Grantee's agents or employees, the Grantee must indemnify, save and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Grantee's:

1. Intentional, willful, or negligent acts or omissions; or
2. Actions that give rise to strict liability; or
3. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligation under this Agreement.

25. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

25.1 Government Data Practices. The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this Part by either the Grantee or the State. In the event the Grantee receives a request to release the data referred to in this Part, 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.

25.2 Intellectual Property Rights

A. **Rights to Property.** 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 Grant shall be jointly owned by the Grantee and the State. WORKS shall mean 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 Contractors, either individually or jointly with others in the performance of this Agreement. WORKS shall include "DOCUMENTS." 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 contractors, in the performance of this Agreement. The ownership interests of the State and the Grantee in the WORKS and DOCUMENTS shall equal the ratio of each party's contributions to the total costs described in the budget of this Agreement, except that the State's ownership interests in the WORKS and DOCUMENTS shall not be less than Fifty percent (50%). The parties' ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sales of the products or the licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests 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 Grantee, including its employees and contractors, in the performance of this Agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation.** The Grantee shall 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 Grantee and the State, as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The Grantee represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of

other persons or entities. The Grantee shall indemnify, defend, to the extent permitted by the attorney general, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney's fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, 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 shall be in addition to, and not exclusive of, other remedies provided by law.

C. Uses of the WORKS and DOCUMENTS. The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents, produced under this Agreement for non-commercial research, scholarly work, government purposes, and other non-commercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.

D. Possession of DOCUMENTS. The DOCUMENTS may remain in the possession of the Grantee. The State may inspect any of the DOCUMENTS at any reasonable time. The Grantee shall provide a copy of the DOCUMENTS to the State without cost upon the request of the State.

E. Reversion of Rights. All rights or title to any intellectual property arising from the performance of the Project that are vested in Grantee shall revert to the State under any of the following circumstances unless Grantee repays to the State those funds provided by the State under this Agreement within ninety (90) days of receipt of a notice in writing from the State of a claim under this paragraph:

1. Grantee fails or is unable to market in Minnesota a product, process or service resulting from the Project successfully within one year of the expiration of this Agreement, unless Grantee is continuing to make good faith efforts to bring the product, process or service to market; or
2. Grantee dissolves, becomes inoperative or abandons the intellectual property resulting from the Project.
3. Grantee shall execute all documents necessary for the reversion and transfer of ownership of the intellectual property rights to the State.

F. Damages. If Grantee acts in a manner inconsistent with Part 25.2.A-E., the State may seek damages from Grantee. This clause is not intended to stand in lieu of any other remedy the State may have for breach of Agreement of this or any other term of this Agreement.

26. DATA DISCLOSURE

All persons doing business with the State of Minnesota are required by Minn. Stat. § 270C.65, Subd. 3, and other applicable laws, to provide their social security number or Federal employer taxpayer identification number and/or Minnesota tax identification number. 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.

CFMS#: B
FY ID#
Award: \$
Name of Grantee

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be bound thereby.

Note: If the organization is governed by a Board, must provide a Board Resolution. Use the two company signature blocks for business Grantees unless one signature is deemed appropriate by the Attorney General's Office. Signature blocks for Grantee may be modified as needed.]

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

CFMS Agreement No. B47088

2. GRANTEE'S NAME

(Board Resolution attached if applicable)

The Grantee certifies that the appropriate person(s) has executed the Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances **(attached)**.

By: _____

Title: _____

Date: _____

3. MINNESOTA POLLUTION CONTROL AGENCY

By: _____

(with delegated authority)

Title: Director, Operational Support Division

Date: _____

CR# _____

CFMS#: B
FY ID#
Award: \$
Name of Grantee

GRANT AGREEMENT ATTACHMENTS

ATTACHMENT A: Project Work Plan and Budget

- Focus Area/Preferred Proposal
- Goal Statement
- Evaluation Plan/Measurable Outcomes
- Objectives and Tasks

ATTACHMENT B: Reporting

- Continual Tracking Report (Interim and Final)
- Budget Expenditures Report (Interim and Final)
- Change Orders/Amendments (Interim and Final)
- Executive Project Summary (only with Final Report)

CFMS#: B _____
FY _____ ID# _____
Award: \$ _____
Name of Grantee _____

ATTACHMENT A

Work Plan and Budget

Project Title: _____

- **Focus Area** ____:
- **Preferred project proposal** __: _____
- **Goal Statement:**
- **Project Evaluation Plan and Outcomes:**

Work Plan

Objective 1:

Task 1A:

Timeframe:

Party Responsible:

Estimated Costs: EA Grant: Match: Total:

Task 1B:

Timeframe:

Party Responsible:

Estimated Costs: EA Grant: Match: Total:

Objective 2:

Task 2A:

Timeframe:

Party Responsible:

Estimated Costs: EA Grant: Match: Total:

Task 2B:

Timeframe:

Party Responsible:

Estimated Costs: EA Grant: Match: Total:

CFMS#: B
FY ID#
Award: \$
Name of Grantee

Budget

Budget and Expenditures

-INSERT TABLE(S) SPECIFIC TO PROJECT-

					I.	II.	III.	IV.	V.	VI.	VII.	VIII.
Cost Category					Grant Funds	Match Cash	Match In-Kind	Total Budget	Expended Previous Periods	Expended This Period	Cumulative Expended (V + VI)	Budget Balance (IV - VII)
Objective 1 Of 6:												
Task A) _____												
Compost Specialist	\$30	hr	20	hrs	0	0	500	500	0	0	0	500
Intern	\$10	hr	50	hrs	400	100	0	500	0	0	0	500
SUBTOTAL					400	100	500	1,000	0	0	0	1,000
Task B) _____												
Project Manager	\$30	hr	30	hrs	0	0	900	900	0	0	0	900
SUBTOTAL					0	0	900	900	0	0	0	900
OBJECTIVE 1 - TOTAL					400	100	1,400	1,900	0	0	0	1,900

Summarized Budget and Expenditures by Objectives

Summarized Budget by Objectives	I.	II.	III.	IV.	V.	VI.	VII.	VIII.
	Grant Funds	Match Cash	Match In-kind	Total Budget	Expended Previous Periods	Expended This Period	Cumulative Expend. (V + VI)	Budget Balance (IV - VII)
OBJECTIVE 1 – TOTAL	400	100	1,400	1,900	0	0	0	1,900
OBJECTIVE 2 - TOTAL					0	0	0	
OBJECTIVE 3 - TOTAL					0	0	0	
OBJECTIVE 4 - TOTAL					0	0	0	
OBJECTIVE 5 - TOTAL					0	0	0	
OBJECTIVE 5 - TOTAL					0	0	0	
GRAND TOTAL	400	100	1,400	1,900	0	0	0	1,900

CFMS#: B
FY ID#
Award: \$
Name of Grantee

GRANT AGREEMENT
ATTACHMENT B
CONTINUAL TRACKING REPORT

(All reports should reflect an on-going, rolling status update of the project. Never delete previous information, but always add additional information at each phase of progress and always submit electronically.)

[☐] INTERIM REPORT

[☐] FINAL REPORT

Project Title: _____

- Focus Area ____:
- Preferred project proposal ____: _____
- Goal Statement:
- Project Evaluation Plan and Outcomes:

Work Plan

[Insert Work Plan specific to project]

Objective 1:

Task 1A:

Timeframe:

Party Responsible: **-use title, not names-**

Estimated Funds: EA Grant:

Match:

Total:

Interim - Actual Expenditures: EA Grant \$ _____ Match \$ _____ Total Expenditures: _____

Date: _____ Progress Update/Lessons Learned: _____

Measurable Outcomes

[Insert Work Plan specific to project]

Quantity of waste reduced or diverted from land disposal – Interim Report

Measurable Objective	Project Goals	Baseline Measurement (lbs/tons)	Project Interim Measurement (lbs/tons)	Waste Reduction (lbs/tons)	Avoidance of GHG Emissions (metric ton of carbon dioxide equivalent)
Organic Composting					
Recycling					

CFMS#: B
 FY ID#
 Award: \$
 Name of Grantee

Quantity of waste reduced or diverted from land disposal – Final Report

Measurable Objective	Project Goals	Baseline Measurement (lbs/tons)	Project Final Measurement (lbs/tons)	Waste Reduction (lbs/tons)	Avoidance of GHG Emissions (metric ton of carbon dioxide equivalent)
Organic Composting					
Recycling					

Budget

Budget and Expenditures Report

[Insert Budget specific to project]

Cost Category	Unit Cost	Quantity (Hrs/Amt) Exp./Budget	I. Grant Funds	II. Match Cash	III. Match In-Kind	IV. Total Budget	V. Expended Previous Periods	VI. Expended This Period	VII. Cumulative Expended (V + VI)	VIII. Budget Balance (IV - VII)
Objective 1 Of 6:										
Task A) _____										
Compost Specialist	\$30	hr 20 hrs	0	0	500	500	0	0	0	500
Intern	\$10	hr 50 hrs	400	100	0	500	0	0	0	500
SUBTOTAL			400	100	500	1,000	0	0	0	1,000
Task B) _____										
Project Manager	\$30	hr 30 hrs	0	0	900	900	0	0	0	900
SUBTOTAL			0	0	900	900	0	0	0	900
OBJECTIVE 1 - TOTAL			400	100	1,400	1,900	0	0	0	1,900

Summarized Budget and Expenditures Report by Objectives

Summarized Budget by Objectives	I.	II.	III.	IV.	V.	VI.	VII.	VIII.
	Grant Funds	Match Cash	Match In-kind	Total Budget	Expended Previous Periods	Expended This Period	Cumulative Expend. (V + VI)	Budget Balance (IV - VII)
OBJECTIVE 1 – TOTAL	400	100	1,400	1,900	0	0	0	1,900
OBJECTIVE 2 - TOTAL					0	0	0	
OBJECTIVE 3 - TOTAL					0	0	0	
OBJECTIVE 4 - TOTAL					0	0	0	
OBJECTIVE 5 - TOTAL					0	0	0	
OBJECTIVE 5 - TOTAL					0	0	0	
GRAND TOTAL					0	0	0	

CFMS#: B _____
FY _____ ID# _____
Award: \$ _____
Name of Grantee _____

GRANT AGREEMENT
ATTACHMENT B (continued)
Change Orders/Amendments

[] No, there have been no formal or informal changes/amendments to the Agreement or the Project Work Plan and Budget as outlined in Attachment A.

[] Yes, there have been formal and/or informal changes/amendments to the Agreement and/or the Project Work Plan and Budget as outlined in Attachment A.

If yes, complete the following record of change orders/amendments. In addition to being electronically submitted as part of the Report, this page must be signed and faxed (651/215-0246) or mailed to the MPCA Authorized Representative.

#	Date Requested	Requested By	Date Approved	Approved By	Objective Impacted	Description of and Reason for the change/amendment
1						
3						
3						
4						
5						

SIGNATURES:

The signatures below authorized the Grantee to proceed with the items identified above:

Grantee's Authorized Representative: _____ Date _____

MPCA's Authorized Representative: _____ Date _____

Any major change to the Agreement (i.e., project scope, timeline beyond Agreement expiration date, etc.) must be requested and executed as a formal Amendment (requiring execution by all parties). Formal Amendments are prepared for processing by the MPCA's Authorized Representative and must be executed prior to implementation of requested changes.

CFMS#: B _____
FY _____ ID# _____
Award: \$ _____
Name of Grantee _____

ATTACHMENT B
(continued – submit w/Final Report)
EXECUTIVE PROJECT SUMMARY

Section I: Grantee Contact Information

Grantee/Organization Name:		
Mailing address:		
City:	State: MN	Zip Code:
Contact name:	Title:	
E-mail:	Telephone:	
Fax:	Grantee's Web site:	Legislative House District:

Section II: Project Information

Project ID#/Title:		
• <u>Brief</u> Project description:		
•		
Grant Awarded: \$	Matching funds/value of In-Kind: \$	Total Project Cost: \$

Section III: Summary of Project Objectives and Results

Project Evaluation and Next Steps:

Section IV: Environmental Benefits - Measurable Outcomes - Education

1. Environmental Benefits (*max 250 characters*):

2. Measurable Environmental Outcome: **-Create and insert table of measurable outcomes applicable to the project –**
Quantity of waste reduced or diverted from land disposal

Measurable Objective	Project Goals	Baseline Measurement (lbs/tons)	Project Final Measurement (lbs/tons)	Waste Reduction (lbs/tons)	Avoidance of GHG Emissions (metric ton of carbon dioxide equivalent)
Organic Composting					
Recycling					

3. **(If applicable)** Description of Education Program (inclusive of submittal of all education materials – both hard copy and electronic):