

SWIFT Contract number:

AI:

Activity ID:

## A. COVERSHEET WITH SIGNATURES

<b>1. ORGANIZATION ("Grantee") INFORMATION</b>	
Name	
<b>2. ORGANIZATION ("Grantee") AUTHORIZED REPRESENTATIVE</b>	
Name	
Address	
City, State, Zip code	
Phone Number	
Email	

<b>3. MPCA ("State") AUTHORIZED REPRESENTATIVE</b>	
Name	
Address	520 Lafayette Road North
City, State, ZIP	St. Paul, MN 55155
Phone	
Email	

<b>4. ORGANIZATION ("Grantee") SIGNATURE</b>
SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:   NAME _____  SIGNED _____ DATE: _____ <i>I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.</i>

## B. Grant agreement

### 1 Term of Grant Agreement

- 1.1 **Effective date:** Date, or the date the State obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** Date, 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 agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

## **2 Grantee's Duties**

The Grantee, who is not a state employee, will perform non-regulatory environmental assessments of Minnesota businesses and public institutions, as assigned by the RETAP Coordinator or MPCA RETAP administrators. Assessment duties shall consist of a review of each facility's operations and activities, and an analysis of opportunities to increase source reduction, reuse, recycling, and energy efficiency and to decrease air or water pollution.

The Grantee's deliverables shall consist of a written report for each assessment performed. The deliverables shall summarize specific recommendations assessing the potential for reducing wastes and pollution, cutting costs, increasing energy and resource efficiency, reducing the need for waste disposal and treatment, and reducing environmental liability. For each community sustainability assistance client, the report shall summarize the Grantee's professional recommendations or findings addressing the specific questions or needs posed by the client. The Grantee shall also be responsible for tracking their hours to ensure that they will not exceed the grant agreement limits.

When performing RETAP Coordinator duties, Grantee shall deliver services and carry out the necessary functions to efficiently and effectively coordinate the activities of RETAP. These duties include but are not limited to:

- a) taking a lead role in communicating between Minnesota RETAP consultants, clients, the State and other partners and stakeholders;
- b) assigning Minnesota RETAP consultants to perform facility assessments;
- c) assuring letters, reports and recommendations produced are of high quality and are submitted to clients in a timely manner;
- d) representing Minnesota RETAP at necessary meetings with government agencies and other stakeholders, and coordinating the services of Minnesota RETAP with other service providers;
- e) assuring that Minnesota RETAP consultants are making efforts to track both projected and actual reductions of environmental impacts resulting from assessment services rendered;
- f) tracking expenditures by RETAP consultants to ensure that consultants stay within budget;
- g) ensuring invoices are submitted in a timely fashion and maintaining records of invoices and any submitted expense receipts; and
- h) all other tasks and assignments related to coordinating retiree activities, as assigned by the authorized representative.

## **3 Time**

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

## **4 Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the MPCA's Project Manager 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.

## **5 Consideration and Payment**

5.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

**(a) Compensation.** The Grantee will be paid \$AMOUNT per hour.

**(b) Travel Expenses.** Reimbursement for pre-approved travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will be reimbursed 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.

## 5.2. **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 on a monthly basis.

Invoices must be emailed to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us), and contain the following information:

- Name of Grantee
- Requested reimbursement amount
- Grant Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- Invoicing period (actual working period and hours)

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

## 6 **Assignment Amendments, Waiver, and Grant agreement Complete**

### 6.1 **Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

### 6.2 **Amendments**

Any amendments to this grant 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 agreement, or their successors in office.

### 6.3 **Waiver**

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

### 6.4 **Grant Agreement Complete**

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

## 7 **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 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 agreement.

## 8 **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.

## **9 Government Data Practices and Intellectual Property**

**9.1 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant 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.

### **9.2 Intellectual Property Rights**

**(a) Intellectual property rights.** 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 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 Contractors, either individually or jointly with others in the performance of this grant agreement. Works 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 subcontractors, in the performance of this grant 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 grant agreement, except that the State's ownership interests in the Works and Documents shall not be less than Fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale 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 subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein. 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 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 Grantee and State as agreed herein, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents.

The Grantee 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 Liability, 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 part of the Works or Documents infringe upon the intellectual property rights of others. The

Grantee 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 Grantee's or the State's opinion is likely to arise, the Grantee 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.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2 (b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State..

## **10 Publicity and Endorsement**

### **10.1 Publicity**

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by 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 agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **10.2 Endorsement**

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

## **11 Governing Law, Jurisdiction, and Venue**

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

## **12 Termination**

12.1 **Termination by State or the Grantee.** The State or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

12.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, 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.

12.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement 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 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.

### **13 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