P.O. Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]***

 **STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT AMENDMENT NO. (X)**

Board of Trustees of the

Minnesota State Colleges and Universities

*[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*

*[INSERT CONTRACTOR'S LEGAL NAME]* Original Contract Effective Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[INSERT CONTRACTOR'S FULL ADDRESS]* Original Contract Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Amended Contract Expiration Date:[*IF APPLICABLE*]

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *[INSERT NAME OF COLLEGE/UNIVERSITY/ SYSTEM OFFICE]* (hereinafter MINNESOTA STATE or MnSCU), and *[INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS]*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

**Recitals**

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter “Original Contract”) to provide *[INSERT CONTRACTOR’S DUTIES OR A BRIEF DESCRIPTION FROM THE ORIGINAL CONTRACT]*, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

**Contract Amendment**

*[****INSTRUCTIONS: THE FOLLOWING IS A SAMPLE AMENDMENT. BE SURE TO CLEARLY INDICATE WHAT IS BEING ADDED/DELETED. ~~STRIKE OUT~~ INFORMATION YOU WANT DELETED AND UNDERLINE THE INFORMATION YOU ADD AS FOUND IN REVISION 1. EXAMPLE BELOW. YOU WILL NEED TO MODIFY THIS FORM FOR YOUR NEEDS. DELETE THIS INSTRUCTION PARAGRAPH FROM YOUR FINAL DOCUMENT.]***

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

1. TERM OF CONTRACT is amended as follows:

This ~~contract~~ amendment shall be effective on *[INSERT FULL DATE (e.g., January 29, 2013)]* **or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later**, and shall remain in effect until *[INSERT FULL DATE (e.g., June 30, 2013)*] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this ~~contract~~ amendment until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE’s authorized representative.**

1. CONTRACTOR’S DUTIESis amended as follows:

*[INSERT CONTRACTOR’S DUTIES FROM ORIGINAL CONTRACT AND AMEND, ADD OR DELETE DELIVERABLES]*

1. CONSIDERATION AND TERMS OF PAYMENTis amended as follows:
	1. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:
		1. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours)]*
		2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars ($120.00). IF NONE, INSERT “Zero Dollars ($0.00)]* provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Employee Relations attached hereto. *[ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE]* The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MINNESOTA STATE’s authorized representative.
		3. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars ($4,120.00).]*
	2. Terms of Payment.
		1. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE’s authorized representative. Invoices shall be presented by CONTRACTOR according to the following schedule:

*[USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]*

* + 1. *[IF APPLICABLE, INSERT THIS CLAUSE]* Payments are to be made from federal funds obtained by MINNESOTA STATE through Title \_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by MINNESOTA STATE to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
1. AUTHORIZED REPRESENTATIVES is amended to read:

*[DELETE REVISION 4 IF NOT APPLICABLE TO THIS AMENDMENT]*

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

* 1. MINNESOTA STATE’s authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

Such representative shall have final authority for acceptance of the CONTRACTOR’S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

* 1. The CONTRACTOR’S authorized representative for the purpose of administration of this contract is:

Name:

Address:

Telephone:

E-Mail:

Fax:

1. OTHER PROVISIONS is amended to read:

*[DELETE REVISION 5 AND OTHER REVISION PARAGRAPHS IF NOT APPLICABLE TO THIS AMENDMENT]*

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.

*[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]*

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

***[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |