P.O. Number

Contract Number

**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN RED AND BRACKETS.**

**PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.**

**THIS FORM IS TO BE USED WHEN THE COLLEGE OR UNIVERSITY IS HIRING AN INDEPENDENT CONTRACTOR TO PROVIDE CE/CT TRAINING ON ITS BEHALF. THIS FORM IS NOT TO BE USED INSTEAD OF THE CE/CT INCOME CONTRACT TEMPLATE. THE FORMS ARE DIFFERENT AND HAVE DIFFERENT PURPOSES.]**

# CONTINUING EDUCATION AND CUSTOMIZED TRAINING (CE/CT) PROFESSIONAL/TECHNICAL CONTRACT

THIS CONTRACT, and amendments and supplements thereto, 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] (hereinafter Minnesota State) located at [INSERT CAMPUS ADDRESS], and [INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS. DO NOT ONLY USE A PO BOX], an independent contractor, not an employee of the State of Minnesota (hereinafter Contractor).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of professional/technical services in the form of Continuing Education/Customized Training (CE/CT), and

WHEREAS, the Contractor represents it is duly qualified and willing to perform the services set forth in this contract and

**[DELETE THE FOLLOWING CLAUSES IF CONTRACTOR IS NOT AN INDIVIDUAL. IF CONTRACTOR IS AN INDIVIDUAL, THEY MUST BE INCLUDED & THE INDEPENDENT** [**CONTRACTOR CHECKLIST**](https://www.minnstate.edu/system/finance/taxinformation/other/index.html) **MUST BE COMPLETED AND CONFIRMED WITH HR]**

WHEREAS, the Contractor represents that he / she is not a current state employee, and

WHEREAS, the Contractor represents that he / she has not received an early separation incentive under Minnesota State Colleges and Universities Board Policy 4.11, Board Early Separation Incentive Program (BESI), during the one-year post-separation period prior to the effective date of this contract.

NOW, THEREFORE, it is agreed:

# TERM OF CONTRACT.

This contract is effective upon the date the final required signature is obtained by Minnesota State, and shall remain in effect until [INSERT FULL DATE (e.g., June 15, 2023) Date Should Be At Least Two Weeks After Training Ends to Allow for Payment and Final Deliverables] 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 until all required signatures have been obtained and the Contractor is notified to begin work by an authorized representative of Minnesota State.

# CONTRACTOR’S DUTIES. The Contractor will:

* + 1. **[CHECK ONE BOX in sub-section a]**

Provide a customized training program (“the Training”) as follows:

* + - * Training topic:
      * Training audience:      **[e.g., employees designated by Name of Company Receiving Services]**
      * Number of attendees:
      * Number and duration of Training sessions:
      * Training dates and times:
      * Training location:

OR

Provide training (“the Training”) on the topic of       on date(s), time(s), and location(s) as mutually agreed upon between Contractor and       **[Insert Name of Company Receiving Services]**. Contractor will communicate the date(s), time(s), and location(s) of the Training to Minnesota State in writing at least **[fourteen (14) days OR insert other amount of time]** before the Training takes place.

1. If directed by Minnesota State, Contractor will have participants fill out registration forms, maintain attendance records, and conduct evaluations for each training listed above. Contractor must submit these forms and records to Minnesota State within ten (10) business days after the completion of the Training.
2. Contractor shall determine the Training content and method of presentation in consultation with **[Insert Name of Company Receiving Services]**. **[The Next Sentence and List are OPTIONAL]** However, the Training shall contain the following at minimum:

i.

ii.

iii.

**[Add others as necessary, especially if the training is fulfilling a grant.]**

Upon request, Contractor will provide a copy of any materials for the Training to Minnesota State. All such materials shall be provided by the Contractor to Minnesota State and [**Choose one option below.]**

Minnesota State will make copies of any materials for the Training

OR

Contractor will provide materials to Minnesota State and attendees at Contractor’s expense.

# CONSIDERATION AND TERMS OF PAYMENT.

* + 1. **Consideration.** Minnesota State shall pay Contractor for all services performed and goods or materials supplied by the Contractor as follows:

1. **Compensation**

Rate: $      per **[CHECK ONE BOX]**

Training Session

Hour

Attendee

Other **[EXPLAIN]**

[Add any additional explanatory language as necessary. E.g., MINNESOTA STATE will pay CONTRACTOR Seventy-Two and 50/100 Dollars ($72.50) per paid attendee at each of seven (7) sessions, representing a 50% share of the enrollment fee. Minnesota State estimates an enrollment of thirty (30) attendees for each of the seven (7) course sessions. Minnesota State estimates but does not guarantee the total compensation to CONTRACTOR will be: Fifteen Thousand Two Hundred Twenty-Five and 00/100 Dollars ($15,225.00).]

1. **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 Minnesota Management and Budget Commissioner and incorporated herein. 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 an authorized representative of Minnesota State.
2. 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).]**
   * 1. **Terms of Payment.** Payment shall be made by Minnesota State promptly after the Contractor’s presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

**[CHOOSE ONLY ONE BOX BELOW. IF CONTRACTOR WILL BE PAID INTERMITTENLY ACCORDING TO AN INVOICE SCHEDULE, CHOOSE THE FIRST BOX. IF CONTRACTOR IS TO BE PAID FOLLOWING COMPLETION OF THE TRAINING CHOOSE THE SECOND BOX]**

Contractor shall present invoices according to the following schedule: **[monthly, weekly, etc.]** Contractor shall send an invoice to       **[Insert name/address where invoice should be sent].**

OR

Upon successful completion of the Training as set forth in Section 2 above, Contractor shall send an invoice to       **[Insert name/address where invoice should be sent].**

* + 1. **Nonresident Aliens**. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until Contractor submits documentation required by the Internal Revenue Service indicating that Contractor is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to Contractor. To the extent that Minnesota State does not withhold these taxes for any reason, Contractor agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

# AUTHORIZED REPRESENTATIVES.

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

* + 1. An authorized representative of Minnesota State for the purpose of administration of this contract is:

Name:

Title:

Address:

Telephone:

E-Mail:

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 3, paragraph b.

* + 1. The Contractor’s authorized representative for the purpose of administration of this contract is:

Name:

Title:

Address:

Telephone:

E-Mail:

# CANCELLATION AND TERMINATION.

* + 1. This contract may be canceled by Minnesota State at any time, with or without cause, upon **thirty (30) days** written notice to the Contractor. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
    2. **[OPTIONAL –** **TO BE USED FOR TRAINING HOSTED BY THE CAMPUS. If not applicable, delete this entire paragraph and format the next paragraph as “b.” ]** The Training is subject to cancellation for lack of enrollment. If a minimum enrollment of       participants is not achieved at least       days prior to the Training start date, Minnesota State will notify Contractor of the course cancellation. There will be no compensation for canceled courses.
    3. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, 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 Contractor within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota 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.
    4. Force Majeure.  No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties’ duty to perform obligations shall be suspended.

# ASSIGNMENT.

The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

# LIABILITY.

The Contractor shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney’s fees incurred by Minnesota State, arising from the performance of this contract by the Contractor or Contractor’s agents or employees. This clause shall not be construed to bar any legal remedies the Contractor may have for the failure of Minnesota State to fulfill its obligations pursuant to this contract.

# WORKERS’ COMPENSATION.

The Contractor certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers’ compensation insurance coverage. The CONTRACTOR’S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the obligation or responsibility of Minnesota State.

# PUBLICITY.

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor or its employees individually or jointly with others, or any subcontractors shall identify Minnesota State as the sponsoring agency and shall not be released prior to receiving the approval of an authorized representative Minnesota State.

# MINNESOTA STATUTES §181.59.

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

# DATA DISCLOSURE.

* + 1. As a condition of this contract, Contractor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require Contractor to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
    2. **Independent Contractors.** Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

# GOVERNMENT DATA PRACTICES ACT.

* + 1. **Data Ownership and Control.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Contractor and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Contractor or Minnesota State. Minnesota State solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “Minnesota State data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. Contractor has no and acquires no right, title, or interest, whether expressed or implied, in and to Minnesota State data.
    2. **Public Data Requests.** In the event the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify Minnesota State. Minnesota State will give the Contractor concerning the release of the data to the requesting party before the data is released.
    3. **Not-Public Data.** The Contractor acknowledges that this Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. Contractor is responsible for maintaining the confidentiality, security, and protection of Minnesota State data related to the Contract. The Contractor further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in Minnesota State data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The Contractor will use Minnesota State data only for the purpose of fulfilling its duties under this Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by Minnesota State. Contractor agrees that no Minnesota State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by Minnesota State. Contractor must ensure that any subcontractors, agents and others to whom it provides Minnesota State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.
    4. **Security Incidents.** If Contractor becomes aware of a privacy or security incident regarding any Minnesota State data, Contractor will immediately report the event to Minnesota State and the Chief Information Security Officer of Minnesota State. The decision to notify and the actual notifications to data subjects of Minnesota State affected by the security or privacy incident is the responsibility of Minnesota State. Notwithstanding anything to the contrary in this Contract, the Contractor shall indemnify, hold harmless and defend Minnesota State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any Minnesota State data. Contractor shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any Minnesota State data. For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, “privacy incident” means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by Contractor has been breached. For purposes of this section, “not public data” has the meaning in Minnesota Statutes section 13.02, subdivision 8a.
    5. **End of Agreement Data Handling.** All Minnesota State data shall be remitted, in a mutually agreeable format and media, to Minnesota State by the Contractor upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if the Chief Information Security Officer of Minnesota State or delegate authorizes in writing the Contractor to sanitize and/or destroy the data and the Contractor certifies in writing the sanitization and/or destruction of the data. Ninety days following any remittance of Minnesota State data to Minnesota State, Contractor shall, unless otherwise instructed by Minnesota State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor’s sole cost and expense.

# OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

1. Ownership of the materials conceived or created by the Contractor, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter Materials) shall be determined according to the checked paragraph below in this Section 13(a): [CHECK ONLY ONE BOX BELOW in 13(a)]

Contractor shall own all rights, title and interest in the Materials. The Contractor hereby grants Minnesota State a non-exclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to reproduce, modify, distribute, publicly display, and use the Materials.

Contractor shall own all rights, title and interest in the Materials. Minnesota State and **[INSERT NAME OF COMPANY WHICH IS RECEIVING THE TRAINING]** may keep a copy of the materials for their files.

Minnesota State shall own all rights, title and interest in all of the Materials. The Contractor hereby assigns to Minnesota State all rights, title and interest to the Materials. The Contractor shall, upon request of Minnesota State, execute all papers and perform all other acts necessary to assist Minnesota State to obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this contract by the Contractor, its employees or subcontractors, 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 Minnesota State by the Contractor, its employees and any subcontractors, and the Contractor shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Contractor’s obligations under this contract without the prior written consent of an authorized representative of Minnesota State.

1. The Contractor represents and warrants that Materials produced or used under this contract do not and will not infringe upon any contractual or intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Contractor shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the Contractor’s expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the Materials infringe upon the contractual or intellectual property rights of another. The Contractor shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees incurred by Minnesota State, arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

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

# RELEASE.

**[THIS PARAGRAPH IS OPTIONAL AND MAY BE REMOVED IF NOT APPLICABLE – CONTACT LEGAL COUNSEL IF THE CONTRACTOR OR THE COMPANY RECEIVING THE TRAINING WANTS TO RECORD THE TRAINING]**

Contractor hereby authorizes Minnesota State and its agents **[OPTIONAL: AND/OR NAME OF COMPANY]** to record the Training on video tape, audio tape, film, photograph, or any other medium, and grants Minnesota State E an irrevocable, royalty-free, non-exclusive license to use, reproduce, modify, distribute, digitize, translate, and publicly exhibit such recordings, in whole or in part,

**CHOOSE ONLY ONE:**

[without restrictions or limitation for any purpose which Minnesota State deems appropriate, including on the internet] **OR**

[for the educational purposes of Minnesota State] **OR**

**[**Minnesota State will have access to all recorded sessions for a period of [XX] days following the date of presentation. The recorded sessions will be available behind password protection for access and viewing by MINNESOTA STATE. MINNESOTA STATE will share the recording with CONTRACTOR and grants CONTRACTOR a limited license for use of the recorded sessions for internal general purpose of improving future presentations and professional development.]

Contractor further consents to the use of his/her name, likeness, voice, and biographical material in connection with such recordings.

Contractor hereby releases Minnesota State, its successors and assigns, and all persons for whom it is acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the recording process, or any unintentional misspellings or inaccuracies and waive any right that he/she may have to inspect or approve the finished recordings.

# ANTITRUST.

The Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

# JURISDICTION AND VENUE.

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

# AMENDMENTS.

Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

# STATE AUDITS.

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by Minneota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

# SURVIVAL OF TERMS.

The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.

# ENTIRE AGREEMENT.

This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.

# INSURANCE.

**[OPTIONAL: YOU MUST INCLUDE INSURANCE IF TRAINING INVOLVES ANY RISK OF PHYSICAL INJURY – IF IN DOUBT CONTACT SYSTEM OFFICE RISK MANAGEMENT WITH QUESTIONS. IF NOT REQUIRED BY RISK MANAGEMENT, DELETE ENTIRE INSURANCE SECTION AND RE-NUMBER THE REST OF THE CONTRACT]**

The Contractor shall maintain insurance levels as set forth below:

* 1. Contractor shall submit an *ACORD* Certificate of Insurance to an authorized representative of Minnesota State prior to execution of the contract.
  2. Contractor shall maintain and furnish satisfactory evidence of the following:
     1. **Workers' Compensation Insurance**. Contractor must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, Contractor shall require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.
     2. **Commercial General Liability**. Contractor shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the contract.

The minimum insurance amounts will be:

* $2,000,000.00 per occurrence
* $2,000,000.00 annual aggregate applying per project or location
* $2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

* Premises and Operations Bodily Injury and Property Damage
* Personal Injury and Advertising Injury
* Products and Completed Operations Liability
* Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent
* Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent
* Independent Contractors (let or sublet work)
* Waiver of Subrogation in favor of Minnesota State
* Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project’s College or University, the State of Minnesota, officers and employees of the State of Minnesota, to the extent permitted by law, for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

* + 1. **Commercial Automobile Liability.** Contractor shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the Contractor will require the subcontractors to maintain Commercial Automobile Liability insurance.

The minimum insurance amounts will be:

* $2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

* Owned, Hired, and Non-owned

WHAT ABOUT PROFESSIONAL LIABILITY INSURANCE COVERAGE? You may want to check with risk management if you have not done so already.

* 1. **Additional Insurance Conditions:**

1. Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Contractor’s performance under this Contract:
2. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State.
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
4. Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits;
5. The insurance policies will be issued by a company or companies having an “A.M. Best Company” financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
6. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.
7. Errors and Omissions (E&O) Insurance.

[Generally, Errors & Omissions Insurance is required if the services provided are professional in nature (accounting, architect, etc…) Contact Risk Management if you have questions as to whether E & O Insurance is necessary. If applicable, insert the following, otherwise delete this clause and renumber.]

Contractor shall maintain insurance protecting it from claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to Contractor’s services required under this contract. The minimum insurance amounts will be:

* $2,000,000.00 per occurrence
* $2,000,000.00 annual aggregate

Contractor shall submit a certified financial statement providing evidence Contractor has adequate assets to cover any applicable E & O policy deductible.

* 1. Minnesota State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to an authorized representative of Minnesota State upon written request.

# COVID-19 Vaccination/Testing Requirements

* 1. Applicability. This section applies to vendors, contractors, or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with Minnesota State employees, students, or members of the public; and outdoor with substantial an/or regular in-person, non-socially distanced with Minnesota State employees, students, or members of the public (“Covered Individuals”).
  2. Requirements. In accordance with [HR/LR Policy #1446](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmn.gov%2Fmmb-stat%2Fpolicies%2F1446-covid19testingvaccination.pdf&data=04%7C01%7CCelena.Monn%40minnstate.edu%7Cd4c1045b856f4766026e08d9a46a4946%7C5011c7c60ab446ab9ef4fae74a921a7f%7C0%7C0%7C637721598658349986%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=5Tm76aBGBWjl9T51qkp6Az3byHjPHWge07k3D6pS%2FmE%3D&reserved=0) Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
  3. Compliance. Vendors are responsible for the following:
  4. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
  5. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
  6. Monitoring test results and ensuring that Covered Individuals with positive test results do not access Minnesota State workplace to perform contractual services until the Covered Individual has been medically cleared; and
  7. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in the requirements above.
  8. Reporting. Upon request, Vendors shall provide Minnesota State with documentation demonstrating compliance with these requirements. Vendors shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

# [IF THE CONTRACT EXCEEDS $100,000.00, INCLUDING RENEWALS, YOU MUST CONTACT THE OFFICE OF GENERAL COUNSEL FOR ADDITIONAL REQUIRED LANGUAGE.]

*[DELETE THIS CLAUSE IF THERE ARE NO ADDITIONAL PROVISIONS TO THE CONTRACT.]*

*[ATTACH ADDITIONAL PAGE(S) IF NECESSARY.]*

The remainder of this page was intentionally left blank.

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

IN WITNESS WHEREOF, the parties have caused this contract 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 |

1. **VERIFIED AS TO ENCUMBRANCE:**

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

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

1. **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 |