Contract Number:

P.O. Number:

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL THE INSTRUCTIONS INCLUDING THE BRACKETS. THIS TEMPLATE IS FOR STATE OF MINNESOTA AGENCIES OR BOARDS NOT MUNICIPAL OR NON-STATE GOVERNMENTAL UNITS.]***

INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of *[Insert name college/university/system office]* (hereinafter "Minnesota State") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the *[Insert the full legal name of the State of Minnesota agency]* (hereinafter "State Agency") is empowered to enter into interagency agreements (hereinafter “Agreement”) pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:
	1. **STATE AGENCY'S DUTIES.**

The State Agency shall: *[Provide sufficient detail in the duties so that you can hold State Agency accountable for this work. Do this by either: 1) Listing State Agency’s duties, deliverables, and completion dates with precise detail here or 2) Using an exhibit that contains the precise duties and deliverables. If using an exhibit, you must add the language to this agreement that an exhibit is incorporated into the agreement, such as “****Perform the duties specified in Exhibit A, which is attached and incorporated into this agreement*** *Include any exhibit(s) to the final agreement.]*

* 1. **DUTIES OF MINNESOTA STATE.**

Minnesota State shall: *[Follow same instructions as stated above in STATE AGENCY’S DUTIES.]*

1. **CONSIDERATION AND TERMS OF PAYMENT.**
	1. **Consideration** for all services performed by *[Insert party name providing services]* pursuant to this Agreement shall be paid by the *[Insert paying party]* as follows:

*[Insert dollar amount in words and numbers and number of hours, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. Explain how each party will be paid and when invoices will be provided. Examples: “In accordance with the breakdown of costs as set forth below. And/or “In accordance with the schedule as set forth below.” If deliverables can be succinctly defined, it is generally preferable to structure payment based on the successful completion and acceptance of specific tasks and deliverables. Prepayment is not allowed.]*

* 1. **Terms of Payment**. Payment shall be made promptly after the *[insert party name providing the work or services]* has presented invoices for services.
1. **CONDITIONS OF PAYMENT.**

All services provided by the *[Insert party name providing work or services]* pursuant to this Agreement shall be performed to the satisfaction of the *[Insert party name requesting work or services]*, as determined at the sole discretion of its authorized representative.

1. **TERMS OF AGREEMENT.**

This Agreement shall be effective *[Insert full date (e.g., January 29, 2023)]*, or upon the date that the final required signature is obtained by the *[Insert party name providing work or services]*, whichever occurs later, and shall remain in effect until *[Insert full date (e.g., June 30, 2023), not to exceed five years from the effective date]*, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

1. **CANCELLATION.**

This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

1. **AUTHORIZED REPRESENTATIVES.**
	1. The State Agency's authorized representative for the purposes of administration of this Agreement is:

Name and Title: , or their successor

Address:

Telephone:

E-Mail:

* 1. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

Name and Title: , or their successor

Address:

Telephone:

E-Mail:

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

1. **ASSIGNMENT.**

Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

1. **AMENDMENTS.**

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

1. **LIABILITY.**

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties’ liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

1. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.** *[Delete if not applicable. If you have questions, contact Office of General Counsel in advance of Agreement execution.]*
	1. *[Insert party name requesting work or services]* shall own all rights, title and interest in all of the materials conceived or created by *[Insert party name providing work or services]*, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, 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 ("Materials").

*[Insert party name providing work or services]* hereby assigns to *[Insert party name requesting work or services]* all rights, title and interest to the Materials. *[Insert party name providing work or services]* shall, upon request of *[Insert party name requesting work or services]*, execute all papers and perform all other acts necessary to assist *[Insert party name requesting work or services]* to obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by *[Insert party name providing work or services]*, 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 *[Insert party name requesting work or services]* by *[Insert party name providing work or services]*, its employees and any subcontractors and *[Insert party name providing work or services]*, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of *[Insert party name providing work or services]* obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

* 1. *[Insert party name providing work or services]* represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
1. **PUBLICITY.**

Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party’s authorized representative.

1. **FERPA.***[Delete if not applicable]*

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

1. **CLERICAL ERROR.**

Notwithstanding Clauses “ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT” of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment. Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

1. **ENTIRE AGREEMENT**.

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

1. **OTHER** **PROVISIONS.**

*[If none, write “NONE”]*

*[If adding other provisions or attachments that impact or conflict with what is stated in the Agreement, seek assistance from system legal counsel.]*

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 contract to be duly executed intending to be bound thereby.

**APPROVED:**

1. **STATE AGENCY:**

**[*INSERT FULL LEGAL NAME]*:**

|  |
| --- |
| 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 |