STATE OF MINNESOTA

PROFESSIONAL SERVICES CONTRACT
WITH THE UNIVERSITY OF MINNESOTA

State Accounting Information:

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Processing Information: (Some entries may not apply.)

Begin Date: ____________  End Date: ____________

Contractor: University of Minnesota
Office of Sponsored Projects Administration
450 University Gateway
200 Oak Street SE
Minneapolis, MN 55455-2070

Federal Employer I.D. No. 416007513  Minnesota Tax I.D. No. 8029894

Department: ____________
Principal Investigator: ____________
Phone Number: ____________
This Contract, and amendments and supplements thereto, subject to the laws of Minnesota, is between the State of Minnesota, acting through its
_____________________________________________________________________________(hereinafter "STATE"), and the University of Minnesota, by and through the Office of Sponsored Projects Administration, 450 University Gateway, 200 Oak Street SE, Minneapolis, MN 55455-2070, (hereinafter "UNIVERSITY").

WHEREAS, the STATE, pursuant to Minn. Stat. §15.061 is empowered to engage such assistance as deemed necessary, and
WHEREAS, the STATE, is in need of
______________________________________________________________________________, and
WHEREAS, the UNIVERSITY, represents that it is authorized, qualified and willing to perform these services.

NOW, THEREFORE, it is agreed by the STATE and the UNIVERSITY as follows:

I. UNIVERSITY’S DUTIES: The UNIVERSITY shall perform the professional or technical services described in the “CONTRACTOR’S DUTIES,” which is attached and incorporated herein as Attachment A and made a part of this Contract.

II. CONSIDERATION AND TERMS OF PAYMENT:

A. CONSIDERATION: The consideration for all services performed by the UNIVERSITY pursuant to this Contract shall be paid by the STATE as follows:

1. COMPENSATION: Compensation in an amount not to exceed $___________, which shall be paid in accordance with the itemization described in the Itemized Budget, that is approved by the STATE, which is attached and incorporated herein as Attachment B and made a part of this Contract.

2. REIMBURSEMENT: Reimbursement for travel and subsistence expenses actually and necessarily incurred by the UNIVERSITY in performance of this Contract in an amount not to exceed $______.

The UNIVERSITY shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current University of Minnesota Travel Policy and Rate Plan.

THE TOTAL OBLIGATION OF THE STATE FOR ALL COMPENSATION AND REIMBURSEMENTS TO THE UNIVERSITY SHALL NOT EXCEED: ___________________________________ Dollars ($___________________).

B. TERMS OF PAYMENT:

1. INVOICE: Payments shall be made by the STATE after the UNIVERSITY’S presentation of invoices for services performed and the written acceptance of such services by the STATE’S Authorized Representative pursuant to Clause VII. Invoices shall be submitted timely and in a form prescribed by the STATE and according to the following schedule:

2. RETAINAGE: In accordance with Minn. Stat. § 16C.08, Subd. 2 (10), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product has been reviewed by the chief executive of the agency entering into the contract, and the chief executive has certified that the UNIVERSITY has satisfactorily fulfilled the terms of the Contract.

3. FEDERAL FUNDS: (When applicable.) Payments are to be made from federal funds obtained by the STATE through Title ___________ CFDA number. If at any time such funds become unavailable, this Contract shall be terminated immediately upon written notice of such fact by the STATE to the UNIVERSITY. In the event of such termination, the UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that federal funds are available. The UNIVERSITY is responsible for compliance with all federal requirements imposed on these funds. The UNIVERSITY accepts full financial responsibility for any reimbursement imposed by the UNIVERSITY’S failure to comply with federal requirements.

III. TIMELINESS: The UNIVERSITY shall comply with all of the time requirements described in this Contract.
IV. CONDITIONS OF PAYMENT: All services provided by the UNIVERSITY pursuant to this Contract shall be performed to
the satisfaction of the STATE, as determined at the sole discretion of the STATE’S Authorized Representative, and in accordance with
all applicable federal, state, and local laws, ordinances, rules and regulations. The UNIVERSITY shall not receive payment for work
found by the STATE to be untimely or unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or
regulation.

V. TERM OF CONTRACT: This Contract shall be effective on ______________ or upon the date that the final required
signature is obtained by the STATE, pursuant to Minn. Stat. § 16C.05, subd. 2, whichever occurs later, and shall remain in effect until
______________, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been canceled,
whichever occurs first. The UNIVERSITY shall have a continuing obligation, after said Contract period, to comply with the
following provisions of Contract clauses: X. Liability; XI. State Audits; XII. Government Data Practices Act; XIII. Intellectual
Property Rights; XIV. Publicity; and XVIII. Jurisdiction and Venue. THE UNIVERSITY UNDERSTANDS THAT NO WORK
SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED AND THE
UNIVERSITY’S AUTHORIZED REPRESENTATIVE IS NOTIFIED TO BEGIN WORK BY THE STATE’S AUTHORIZED
REPRESENTATIVE.

VI. CANCELLATION: This Contract may be canceled by the STATE, UNIVERSITY, or the Commissioner of Administration,
at any time, with or without cause, upon thirty (30) days’ written notice to the UNIVERSITY. In the event of cancellation, the
UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VII. AUTHORIZED REPRESENTATIVES, PRINCIPAL INVESTIGATOR, AND KEY PERSONNEL:

A. STATE’S AUTHORIZED REPRESENTATIVE: The STATE’S Authorized Representative responsible for the
administration and supervision of this Contract is ____________________________, who is authorized to accept the UNIVERSITY’S services, if such services are timely and satisfactory, and to certify said acceptance on each invoice submitted.

B. UNIVERSITY’S AUTHORIZED REPRESENTATIVE: The UNIVERSITY’S Authorized Representative
responsible for the administration of this Contract is ____________________________. The UNIVERSITY’S Authorized
Representative shall have full authority to represent the UNIVERSITY in its fulfillment of the terms, conditions, and
requirements of this Contract.

C. PRINCIPAL INVESTIGATOR AND KEY PERSONNEL: The UNIVERSITY’S Principal Investigator for this
Contract is ____________________________. The UNIVERSITY’S Key Personnel required for this Contract shall be:
__________________________________. The UNIVERSITY shall not add, replace, remove, or substitute the named
principal investigator or the key personnel, if named, without the prior written approval of the STATE.

VIII. ASSIGNMENT: The UNIVERSITY shall not assign, delegate, or transfer any rights or obligations under this Contract
without the prior written consent of the STATE.

IX. AMENDMENTS: Any amendments or modifications to this Contract shall be in writing and shall not be effective until
executed by the parties to this Contract and approved by all STATE officials as required by law.

X. LIABILITY: Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the
wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties.
The liability of each party is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein
shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law,
statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This
provision shall survive the termination of this Agreement.

XI. STATE AUDITS: The books, records, documents, and accounting procedures and practices of the UNIVERSITY and its
employees, agents, and subcontractors, relevant to this Contract, shall be made available and subject to examination by the STATE,
including the Contracting Agency/Department, Legislative Auditor, and State Auditor, for a minimum of six years from the end of the
contract.

XII. GOVERNMENT DATA PRACTICES ACT: The CONTRACTOR must comply with the Minnesota Government Data
Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this Contract, and as
it applies to all data, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this Contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. INTELLECTUAL PROPERTY RIGHTS – Joint ownership of 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, shall be jointly owned by the UNIVERSITY 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 or other materials whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, and subcontractors, either individually or jointly with others in the performance of this Contract. DOCUMENTS shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the UNIVERSITY, its employees, or subcontractors, in the performance of this Contract. The ownership interests of the State and the University in the WORKS and DOCUMENTS shall equal the ratio of each party’s contributions to the total described in the budget of this Contract, except that the STATE’S ownership interests in the WORKS and DOCUMENTS shall be not be less than 50 percent (50%). The party’s ownership interesting 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 UNIVERSITY, including its employees and contractors, in the performance of this Contract, the UNIVERSITY 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 UNIVERSITY and the STATE, and the 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 UNIVERSITY 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 UNIVERSITY and the STATE as agreed herein, and that no UNIVERSITY employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The UNIVERSITY represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others. The UNIVERSITY shall indemnify, defend, and hold harmless the STATE, at the UNIVERSITY’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 UNIVERSITY shall 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 the UNIVERSITY’S or the STATE’S opinion is likely to arise, the UNIVERSITY shall, at the STATE’S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to 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 UNIVERSITY shall joint have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial 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. **POSSSESSION OF DOCUMENTS:** The DOCUMENTS may remain in the possession of the UNIVERSITY. The STATE may inspect any of the DOCUMENTS at any reasonable time. The UNIVERSITY shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.

E. **SURVIVABILITY:** The rights and duties of the STATE and the UNIVERSITY provided for above shall survive the expiration or cancellation of this Contract.

XIV. **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 UNIVERSITY or its employees individually or jointly with others or any subcontractors, shall identify the STATE as the sponsoring agency. Publication of methods and results derived from this project in theses, academic or professional journals or their presentation at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgement of state support and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project.

XV. **AFFIRMATIVE ACTION:** (When applicable.) The UNIVERSITY certifies that it has a valid and current certificate of compliance from the commissioner of Human Rights pursuant to Minn. Stat. § 363.073.

XVI. **WORKERS' COMPENSATION:** In accordance with the provisions of Minn. Stat. § 176.182, the UNIVERSITY shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. § 176.181, subd. 2, as amended, prior to the commencement of any duties to be performed under this Contract.

XVII. **PROMPT PAYMENT TO SUBCONTRACTORS:** (When applicable.) Prime contractors are required to pay subcontractors pursuant to Minn. Stat. § 16A.1245.

XVIII. **JURISDICTION AND VENUE:** This Contract 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.

XIX. **COMPLETE CONTRACT:** This Contract, and amendments and supplements, constitutes the entire agreement between the parties.

XX. **OTHER PROVISIONS:** (Attach additional pages as necessary and incorporate by reference here.) Otherwise “none.”

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.
1. **STATE ENCUMBRANCE VERIFICATION**
   Individual certifies that state funds have been encumbered as required by Minn. Stat. § 16A.15 and 16C.05.

   - By (authorized signature)
   - Date
   - Contract number:

2. **UNIVERSITY OF MINNESOTA:**
   On behalf of the Regents of the University of Minnesota, the undersigned person(s) warrants that he or she is authorized to execute the contract and legally bind the UNIVERSITY thereto.

   - By (authorized signature)
   - Title
   - Date

   - By (authorized signature)
   - Title
   - Date

   List of Attachments:
   - Attachment A: UNIVERSITY’S Duties
   - Attachment B: Itemized Budget

3. **STATE:**
   Agency Contract approval

   - By (authorized signature)
   - Title
   - Date

4. **COMMISSIONER OF ADMINISTRATION,** as delegated to the Office of State Procurement:

   - By (authorized signature)
   - Date

Distribution:
Agency - Original (fully executed) Contract
Department of Administration
UNIVERSITY
STATE’S Authorized Representative