



State of Minnesota

Income Contract

SWIFT Contract Number: _____

Instructions: Instructions for completing this form are in red. Fill in every blank and delete all instructions before sending this to the Contractor. Include an encumbrance worksheet in order to assist with encumbering the money for this Contract.

This Contract is between the State of Minnesota, acting through its **Example: “Commissioner of [insert name of agency or board]” or “Director of [insert name]”** (“State”) and **[Contractor]** whose designated business address is **[Contractor’s business address]** (“Purchaser”). State and Purchaser may be referred to jointly as “Parties.”

Recitals

Instruction: Modify the Recitals section as necessary to address the specifics of the contract history. The text below is sample language that may be used when the contract was solicited.

1. Under Minn. Stat. § _____ **[Insert statutory authority]** the State is empowered to enter into income contracts.
2. The Purchaser is in need of **[Add brief narrative of the purpose of the contract]**.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. **[Spell out full date (e.g., April 1, 2019)]**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. **[Spell out full date (e.g., March 31, 2020)]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. State’s Duties

The State will:

[Provide sufficient detail in the duties. Do this by either: 1) listing the State’s duties, deliverables, and completion dates with precise detail here, or 2) using an exhibit that contains the precise duties, specifications,

and deliverables. You must indicate that the exhibit is incorporated into this contract, such as “Perform the duties specified in Exhibit A, which is attached and incorporated into this Contract.”]

3. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

[Insert how the State will be paid – hourly rate, lump sum, or other method.]

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$[##].

4. Authorized Representative

The State's Authorized Representative is [name, title, address, telephone number], or his/her successor or delegate.

The Purchaser's Authorized Representative is [name, title address, telephone number], or his/her successor. If the Purchaser's Authorized Representative changes at any time during this Contract, the Purchaser must immediately notify the State.

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7. Government Data Practices.

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of

Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

8. Publicity and Endorsement.

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

9. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

10. Governing Law, Jurisdiction, and Venue.

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

11. Termination.

Either party may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

1. Purchaser

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____