



State of Minnesota

Annual Plan Agreement

SWIFT Contract Number: _____

Annual Plan T-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 Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, 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 name] (“Contractor”)**.

Pursuant to Minnesota Statutes § 15.061 and **[list appropriate authority as applicable]**, the State is empowered to enter into professional/technical agreements.

1. Term of Agreement

- 1.1 The effective date of the Agreement is **[spell out full date (e.g., April 1, 2020)]**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 The expiration date of this Agreement is **[spell out full date (e.g., April 1, 2020)]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Duties

By written acceptance below, the Contractor, who is not a State employee, agrees to perform the following work:

[Provide sufficient detail in the duties so that you can determine whether to approve the services or hold the Contractor accountable for this work. Do this by listing the Contractor’s duties, deliverables and completion dates with precise detail.]

3. Consideration and Payment

- 3.1 The total obligation of the State to Contract for the above services is: **[\$[dollar amount may not exceed \$5,000].**
- 3.2 The Contractor must submit one invoice upon completion of the above services to: **[Name, address or email address, phone number].**

4. Conditions of Payment

All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been

reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

5. Cancellation

This Annual Plan Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

6. Amendments

Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

7. Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- a. Intentional, willful, or negligent acts or omissions; or
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

8. State Audit

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

9. Government Data Practices Act

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the State contracting party is part of the Judicial Branch, 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 Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minnesota Stat. § 13.08, apply to the release of the data governed by the Minnesota Data Practices Act, Minn. Stat. Ch.13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10. Data Disclosure

Under Minnesota Statute § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

11. Governing Law, Jurisdiction and Venue

This Annual Plan Agreement is governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Contractor

The Contractor certifies that the appropriate person(s) has executed the Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____