



## Minnesota Lake Superior Coastal Program Standard Terms and Conditions Grant Contract Agreements

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### Minnesota Department of Natural Resources

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Federal Funds.....	3
Laws, Policies, and Guidance .....	3
Specific Award Conditions .....	3
Terms of Grant Contract Agreement .....	4
Grantee's Specifications, Duties, and Scope of Work.....	5
Conflicts of Interest.....	5
Time .....	6
Consideration and Terms of Payment .....	6
Conditions of Payment.....	8
Contracting and Bidding Requirements.....	9
Authorized Representatives.....	10
Assignment, Amendments, Waiver, and Contract Complete.....	10
Subcontracting and Subcontract Payment .....	11
Liability.....	12
State Audits and Single Audits.....	12
Government Data Practices and Intellectual Property Rights .....	12
Workers' Compensation .....	14
Governing Law, Jurisdiction, and Venue.....	14
Termination.....	14
Termination Clause for the University of Minnesota .....	15
Publicity and Endorsement.....	16
Data Disclosure .....	17
Access to Project and Products.....	17
Non-Discrimination Requirements .....	17
Reporting Requirements.....	18
Monitoring .....	19
Invasive Species Prevention.....	19
Pollinator Best Management Practices.....	19
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier.....	
Covered Transactions.....	19
Use of Funds as Match to Other Grants or Programs.....	20
Copeland "Anti-Kickback" Act.....	20
Debarment and Suspension.....	20
Procurement of Recovered Materials.....	20
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment .....	21
Domestic Preference for Procurements .....	22
System for Award Management .....	22
Whistleblower Protection Rights .....	22
Lobbying.....	23
Trafficking in Persons.....	23
Sexual Assault and Sexual Harassment Prevention and Response.....	23
Drug-Free Workplace .....	23

Voter Registration Requirement.....	23
Scientific Integrity .....	24
Environmental Data .....	25
Unoccupied Aircraft Systems.....	26
Geospatial Information Metadata .....	26
306A Requirements (for low-cost construction and land acquisition projects).....	27
Failure to Comply.....	27

## Federal Funds

The State is pass-through federal funds obtained by the State through federal awards of the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. This is not a research and development award.

The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

## Laws, Policies, and Guidance

### Federal Uniform Grant Guidance

Refer to [2 CFR 200](#) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for requirements for non-Federal entities receiving federal grant funds.

### US Department of Commerce Financial Assistance Terms and Conditions

Read the Financial Assistance General Terms and Conditions (dated May 19, 2025) from the [Department of Commerce](#) for program specific requirements.

### State Policies

Review the grant management requirements for the [State of Minnesota](#), including applicable policies.

### Coastal Zone Management

Visit [NOAA's Office for Coastal Management](#) for more information about the Coastal Zone Management Act, regulations, program guidance, and other resources related to the national Coastal Program.

## Specific Award Conditions

Before selecting projects, the DNR must review financial and grants administration aspects of a proposed award. Coastal Program staff will conduct a risk assessment and may consider items such as the financial stability of an applicant; quality of the applicant's management systems; applicant's history of performance; previous audit reports and audit findings concerning the applicant; and the applicant's ability to effectively implement statutory, regulatory, and/or other requirements imposed on non-

federal entities. Upon review of these factors, if appropriate, the DNR may apply specific award conditions that respond to the degree of risk.

Per Minnesota Statute [16B.981](#), all grant recipients receiving \$50,000 or more will have to complete a pre-award risk assessment questionnaire.

The State may also include a specific award condition to ensure compliance with program requirements or to add specific activities and/or tasks with restricted funding.

## Terms of Grant Contract Agreement

### Effective date

Per [Minn. Stat. §16B.98, Subd. 5](#) the Grantee must not begin work under the grant contract agreement until the agreement is fully executed and the State's Authorized Representative has notified Grantee that work may commence. Per, [Minn.Stat. §16B.98 Subd. 7](#), the State will not make a payment to the Grantee until the grant contract agreement is fully executed.

**Notwithstanding [Minn. Stat. § 16A.41](#), expenditures made on or after contract start date or the date the State obtains all required signatures are eligible for reimbursement.**

This is the Performance and Budget Period start date.

### Expiration date

Dependent on grant or until all obligations have been satisfactorily fulfilled, whichever occurs first.

In the event the grant contract agreement is continued by way of amendment or new agreement, expiration will be the date the amendment or new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, the agreement will expire on that 60<sup>th</sup> day.

This is the Performance and Budget Period end date.

### Survival of Terms

The following clauses survive the expiration or cancellation of the grant contract agreement:

- Liability
- Audits
- Government Data Practices and Intellectual Property
- Publicity and Endorsement
- Governing Law, Jurisdiction, and Venue
- Data Disclosure
- Monitoring
- Additional Program Requirements

### Additional Contract Requirements

The Grantee must comply with the following as well as the terms and conditions for closeout.

- The Grantee must attend a grant administration workshop or receive grant administration instruction.
- The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

## Grantee's Specifications, Duties, and Scope of Work

The Grantee will:

- a) Comply with required grants management policies and procedures set forth through [Minnesota Statute § 16B.97](#), Subd.4(a)(1).
- b) Perform the duties specified in the Project Description and Budget; generated from the application/request and negotiated after selected for funding. Any material change in the grant contract agreement will require an amendment by the State.
- c) Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.
- d) Ensure that all work be conducted in accordance with appropriate Federal, Tribal, state, and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.
- e) Apply for and obtain all appropriate local, state, and federal permits or other authorizations necessary to undertake the project.

## Conflicts of Interest

The DNR will take steps to prevent individual and organizational conflicts of interest of applicants, reviewers, and grantees per [Minn. Stat. §16B.98](#) and [Conflict of Interest Policy for State Grant-Making](#).

Organizational conflicts of interest occur when:

- A grantee or applicant is unable or potentially unable to render impartial assistance or advice to the DNR due to competing duties or loyalties.
- A grantee or applicant may not have objectivity in carrying out the grant or might be otherwise impaired due to competing duties or loyalties.

Applicants, reviewers, grantees, and the DNR are all responsible for identifying (actual and potential) conflicts of interests. Each may have to take necessary actions. The DNR actions may include but are not limited to notifying involved parties, revising the grant work plan or grantee duties to mitigate the risk, requesting the applicant to submit an organizational conflict of interest mitigation plan, disqualifying an applicant from eligibility, or terminating the grant contract agreement.

The Grantee must maintain an adequate conflict of interest policy. Throughout the term of the agreement, the Grantee shall monitor and report any actual or potential conflicts of interest to the State's Authorized Representative. The Grantee must sign and return a Conflict-of-Interest Disclosure when signing the Agreement.

## Time

The Grantee must comply with all the time requirements described in the Grant Contract Agreement. In the performance of the Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

## Consideration and Terms of Payment

### Consideration

The State will pay for all services performed by Grantee under the grant contract agreement as follows:

#### *Compensation*

The Grantee will be paid for expenses according to the breakdown of costs in the Project Description and Budget. The total obligation of the State under the Grant Contract Agreement, including all compensation and reimbursements, is not to exceed the amount in the agreement.

#### *Indirect Cost Rate*

The State will accept the Grantee's indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date or the de minimis rate of 15% of direct costs. The Grantee must provide the most current copy of the federally negotiated indirect cost rate to the State's Authorized Representative.

#### *Administrative Costs*

Grantee administrative costs must be necessary and reasonable.

#### *Travel Expenses*

The State will reimburse for travel and subsistence expenses actually and necessarily incurred by the Grantee because of the Grant Contract Agreement; not to exceed the amount negotiated prior to agreement. The State will not reimburse for travel and subsistence expenses incurred outside Minnesota unless the Grantee has received the State's prior written approval for out of state travel. Minnesota is the home state for determining whether travel is out of state.

The State will reimburse the Grantee for travel and subsistence expenses in the same manner and in no greater amount than provided in the current [Commissioner's Plan](#) (ML25 Ch. 39 Art. 3 Sec. 2 renames this "Nonrepresented employees compensation plan") promulgated by the Commissioner of Minnesota Management and Budget (MMB).

#### *Invoices*

The State will issue payment for services performed and that meet all terms, conditions, and specifications of the Contract. The State will make payments after the Grantee's presentation of invoices for services satisfactorily performed, which the Grantee has paid, and received the written acceptance

of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State.

- **Annual Grants.** The State will accept reimbursement requests quarterly; a current progress report must be on file.
- **STAR Grants.** The State will accept reimbursement requests once the project is complete.
- **Capacity Grants.** The State will accept reimbursement requests once the project is complete.
- **State Fiscal Year Requirement.** Payments for work completed through June 30 of each year must be submitted to the State's Authorized Representative no later than July 25 of that year.
- **Final Invoice Due.** The final invoice must be submitted by 30 days after the grant contract agreement expires. A financial report summarizing all grant and match expenditures must be submitted with the final invoice in a format approved by the State's Authorized Representative.
- Payments shall not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

The State has Financial Reporting Forms [online](#) for both Annual and STAR grants, which documents grant expenses and non-federal contributions (match).

You will be legally responsible for each mutually agreed upon activity and product. If the funding amounts were underestimated, it is your responsibility to complete the project as approved, providing or funding the difference in cost from non-grant funds. You may also request a change in scope.

**For the University of Minnesota:** If the State disputes in good faith or raises questions regarding any portion of the amount owed to the University or if the State otherwise requires any adjustment to an invoiced amount, the State will notify the University in writing of the nature and basis of the dispute or adjustment. The University shall have 30 days from notice of the disputed amount to investigate and respond to the State. The University and the State shall work in good faith to resolve any disputed amount.

#### ***Unexpended Funds.***

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

#### ***Budget Changes***

The Grantee is required to report deviations from the approved award budget. The Grantee may not create new budget categories without written approval. The Grantee must request approval for a budget change when the cumulative amount transfer exceeds or is expected to exceed 10 percent of the total project budget as last approved by the State.

#### **Matching Requirements**

Grantee must provide some portion of project-related costs from non-federal sources. In general, grantees must provide:

- **Annual/Large Grants ( $\geq \$10,001$ ).** \$1.00 for every \$1.00 in grant funds requested.

- **Small STAR Grants (≤\$10,000).** \$0.20 for every \$1.00 in grant funds requested.
- **Small Capacity Grants (≤\$4,500).** \$0.10 for every \$1.00 in grant funds requested.

**All the rules that apply to grant funds also apply to matching funds.**

Match funds:

- Can be cash or work in-kind.
- Must be from state, local, or private sources (cannot be federal dollars).
- Must relate specifically to the project.
- Cannot be used as match on another project.
- Can be time and resources of project partners.

In rare instances, federal funds may apply toward non-federal contributions. For example, Tribal self-sufficiency grants may apply as non-federal match. Applicants are encouraged to vet any federal funds that they believe may be eligible with the Coastal Program.

### ***In-kind Contributions***

In-kind match includes the use of equipment, supplies, land, or other commodity already owned by the applicant or the use of items or staff time donated by the grantee or a third party. Partnerships that include meaningful private contributions as part of the match are encouraged. Gifts and donations are acceptable, if they are made during the grant period specifically for grant project activities. You may include financial donations collected before the grant period if you expend the money during the grant period on grant activities.

### ***Volunteer Time***

Volunteer contributions are allowable match. Volunteers must perform a specific service necessary to completing the project. You may use the [Independent Sector](#) or prevailing wage rate to value volunteer time. You must provide the supporting documentation to justify value.

The time adults spend attending workshops or trainings learning coastal management skills is eligible volunteer time. You may not use the time students and their parents spend participating in grant-funded field trips as match.

## **Conditions of Payment**

All services provided by the Grantee under the grant contract agreement must be performed in accordance with all applicable federal, Tribal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

The State will withhold ten percent of the grant amount pending receipt of final report, products, and match documentation.

## Contracting and Bidding Requirements

The State will include specific regulations for municipal and non-governmental grantees, and the University of Minnesota.

### Uniform Municipal Contracting Law

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.
2. The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).
  - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
3. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
4. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
5. Any services and/or materials that are expected to cost less than \$10,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.

### Nongovernmental Organizations and the University of Minnesota

1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.
3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
4. The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).
5. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- [Metropolitan Council Underutilized Business Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

6. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
7. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
8. Notwithstanding 6.1-6.4 above, the State may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
9. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
10. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

## Authorized Representatives

The State's Authorized Representative or their successor has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under the grant contract agreement. If the services are satisfactory, the State's Authorized Representative or her designee will certify acceptance on each reimbursement submitted for payment.

If the Grantee's Authorized Representative changes at any time during the grant contract agreement, the Grantee must immediately notify the State's Authorized Representative.

The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees the Grant Contract Agreement on behalf of the Grantee.

## Assignment, Amendments, Waiver, and Contract Complete

After project start, changes to the project may require an amendment and/or prior written approval from the DNR. This includes changes to activities or the budget.

**Assignment.** The Grantee may neither assign nor transfer any rights or obligations under the Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

**Amendments.** Any amendment to the Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

**Waiver.** If the State fails to enforce any provision of the grant contract agreement, that failure does not waive the provision or its right to enforce it.

**Contract Complete.** The grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant contract agreement, whether written or oral, may be used to bind either party.

### **Small Grant Projects (≤\$10,000)**

As a rule, the DNR does not extend STAR or Capacity projects. However, we understand that extenuating circumstances may occur. Coastal Program staff will evaluate no-cost extension requests on a case-by-case basis.

### **Subcontracting and Subcontract Payment**

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by the Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under the Grant Contract Agreement.
2. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
3. During the Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for the Grant Contract Agreement.
4. No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
5. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
6. The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the DNR. The DNR will negotiate with NOAA on your behalf.

## **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of the grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant contract agreement.

**For the University of Minnesota:** 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 Parties' liability shall be governed by the Minnesota Tort Claims Act ([Minn. Stat. § 3.736](#)). Nothing in the grant contract agreement 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.

## **Insurance**

When any part of the project will occur on state land/property, grantee will not begin work until they have obtained all the insurance specified in MN Department of Administration's [Insurance Requirements Fact Sheet](#). Grantee will maintain such insurance in force and effect throughout the term of the grant agreement. *This term does not apply to municipalities or the University of Minnesota.*

## **State Audits and Single Audits**

Under [Minn.Stat. § 16B.98](#), Subd.8, and Code of Federal Regulations [2 CFR 200.501](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to the Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of the Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$1,000,000 or more of federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$1,000,000 total federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

## **Government Data Practices and Intellectual Property Rights**

### **Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under the grant contract agreement,

and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under the grant contract agreement. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **Intellectual Property Rights**

The Grantee owns all rights, title, and interest in the works created under the grant contract agreement, including copyrights, patents, trade secrets, trademarks and service marks. Works means all inventions, improvements or discoveries (whether or not patentable), geospatial data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks and videos, conceived, reduced to practices, created or originated by the Grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the grant contract agreement. The federal awarding agency (U.S. Department of Commerce) may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

## **Obligations**

**Notification.** Whenever any invention, improvement, or discovery (whether patentable or not) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

**Representation.** The Grantee represents and warrants that the Works do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works infringes upon the intellectual property rights of others. The Grantee will 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 Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either (**University:** attempt to) procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Nothing in this article constitutes or should be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. The Grantee may assert the immunities of the State in connection with the Grantee's defense of any infringement claim brought against the State. The State must reasonably

cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State will discontinue use of any allegedly infringing works at Grantee's reasonable request.

**License to State.** The Grantee gives to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the works for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee must, upon the request of the State, execute all papers and perform all other acts necessary to document and secure the State's right and license to the works. At the request of the State, the Grantee will permit the State to inspect the original works.

## Workers' Compensation

The Grantee certifies that it is in compliance with [Minn.Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage.

The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility. *Not applicable to state agencies.*

## Governing Law, Jurisdiction, and Venue

Venue for all legal proceedings out of the grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## Termination

### *Termination by the State.*

**Without Cause.** The State may terminate the Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**With Cause.** The State may immediately terminate the Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of the grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**Termination by the Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally terminate the Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

**Termination for Insufficient Funding.** The State may immediately terminate the grant contract agreement if:

- Funding for the federal award is withdrawn by the U.S. Department of Commerce; or
- Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination.

However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## Termination Clause for the University of Minnesota

**Termination for Convenience.** The Grant Contract Agreement may be canceled by either party, at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of cancellation, the University shall be entitled to payment, determined on a pro rata basis, for work or services performed and accepted by the State.

**Termination With Cause.** The State may immediately terminate the Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of the grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**Termination by the Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally terminate the Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

**Termination for Insufficient Funding.** The State may immediately terminate the Grant Contract Agreement if:

- Funding for the federal award is withdrawn by the U.S. Department of Commerce; or
- Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the University. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the University will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the University notice of the lack of funding within a reasonable time of the State's receiving that notice.

## Publicity and Endorsement

Every publication of material supported in whole or in part by this award or any subawards must acknowledge the financial assistance of both the State and the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The Coastal Program must approve acknowledgement language on signs and/or outreach materials prior to production.

### Publicity

Any publicity regarding the subject matter of the grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or their designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from the grant contract.

**Acknowledgement.** The cover of the title page (or other prominent location) of all reports, studies, or other documents published or distributed electronically or hard copy, and acknowledgement pages on websites/webpages, videos, and other media, that are developed with or otherwise produced under the grant contract agreement, except scientific article or papers appearing in scientific, technical, or professional journals, must contain the following:

*[Grantee] prepared this [report/video/workshop/brochure/etc.] using Federal funds under award [federal award number] from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program.*

**For the University of Minnesota: Professional Publications.** Publications of methods and results derived from this project in theses, academic or professional journals or presentations at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgment of funding support from both the State and the Office for Coastal Management, NOAA and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project:

*This [study/etc.] was funded in part by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration under Award [federal award number] provided to the Minnesota Department of Natural Resources for Minnesota's Lake Superior Coastal Program.*

### Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of [2 CFR 200.315](#).

(Include if applicable) *The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or the DNR.*

## Data Disclosure

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

## Access to Project and Products

### Design Plans

Design plans that provide access, such as piers, platforms, and trails, must comply with applicable accessibility standards as required by the [United States Access Board](#) guidelines and all applicable regulations and guidelines.

### American Disabilities Act

The Grantee must comply with the [2010 American Disabilities Act Standards for Accessible Design](#), or any updated version of these requirements in effect at the time of the grant, and all applicable regulations and guidelines.

### Document Electronic Accessibility

The Grantee must provide materials and products (i.e., documents, report, and website) in an accessible electronic format per [Minnesota Statute 16E.03](#) State Information and Communications System, Subd. 9. Subdivision 9 incorporates federal requirements under [Section 508 of the Rehabilitation Act of 1973 \(Revised\)](#) and the [Web Content Accessibility Guidelines 2.1, level AA](#). For guidance on producing accessible electronic documents, see the Minnesota IT Services [accessibility website](#).

## Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).
  - The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified ([Minnesota Statute §363A.02](#)). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
  - The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability for any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#)
  - The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the [Minnesota Human Rights Act](#).

## Reporting Requirements

The Grantee must submit all reports electronically to [mlscp.dnr@state.mn.us](mailto:mlscp.dnr@state.mn.us). The state will accept a digital signature. [All reporting forms](#) are available online.

## Progress Reports

**STAR Grants.** Grantee must submit two progress reports, one at the midpoint and one at the end.

**Annual Grants.** Grantee must submit progress reports, in a form and manner prescribed by the State. Progress Reports are due quarterly:

- January 1 – March 31 (due April 15)
- January 1 – June 30 (due July 15; note six-month reporting period)
- July 1 – September 30 (due October 15)
- July 1 – December 31 (due January 15; note six-month reporting period)

## **Final Report**

The Grantee must submit a Final Report, which summarizes activities conducted during the entire award, and Products, as identified in the Project Description, within thirty days of expiration.

## **Monitoring**

The State will be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with the grant contract agreement, including a final inspection upon program completion. The State will conduct at least one monitoring visit per grant period on all state grants of over \$50,000. The State will conduct a financial reconciliation of Grantee's expenditures at least once on grants over \$50,000 before making the final payment.

Following closure of the project, the State's authorized representatives will be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

## **Invasive Species Prevention**

Grantees and subcontractors must follow [Minnesota DNR's Operational Order 113](#) (incorporated by reference) which requires preventing or limiting the introduction, establishment and spread of invasive species. This applies to all activities performed on all lands under the grant contract agreement and is not limited to lands under DNR control or public waters; see Invasive Species Prevention and Site Planning and Management (p. 3-6) found on the DNR website at [Contract, grant and permit requirements](#).

## **Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn.Stat. § 84.973. Best practices and guidelines](#) ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

## **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

## Use of Funds as Match to Other Grants or Programs

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

**Written request.** The Grantee must submit a written request to the State's Authorized Representative for authorization no less than 10 business days prior to applying for the new funds or program. This request must include the following information: this project name, this contract number, the amount of these funds to be used, location where these funds were or will be used, activity funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

**Land Encumbrances.** If the new grant or program will add any encumbrances to the land where these funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

## Copeland “Anti-Kickback” Act

Under 40 U.S.C 3145, and 29 CFR Part 3, each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## Debarment and Suspension

Under Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

## **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Under 2 CFR 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain covered telecommunications equipment or services;
- B. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- C. Telecommunications or video surveillance services provided by such entities or using such equipment;
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- E. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

## Domestic Preference for Procurements

Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

## System for Award Management

The Grantee must receive a Unique Entity Identifier from the [System for Award Management](#) (SAM). SAM is an official website of the U.S. Government. ***There is no cost to use SAM.***

Unless exempted by 2 CFR 25.110, the Grantee must maintain current information in the System for Award Management until submission of the final financial report or receipt of the final payment, whichever is later. The Grantee must review and update the information at least annually.

**Sub-award Reporting System.** The State will comply with the Federal Funding Accountability and Transparency Act (FFATA) for grants greater than or equal to \$30,000. The State will provide this information to the System for Award Management Subaward Reporting System within 30 days of the Performance and Budget Period start date.

## Whistleblower Protection Rights

- a) This award and employees working on the grant contract agreement funded project will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)
- b) Grantees, their subgrantees, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified threshold.

## **Lobbying**

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds related to a covered Federal action must notify the State's Authorized Representative.

## **Trafficking in Persons**

The Trafficking Victims Protection Act of 2000 authorizes termination of Federal financial assistance provided to a private entity (including nongovernmental entities and institutes of higher education), without penalty to the Federal Government, if any recipient or subrecipient engages in certain activities related to trafficking in persons. The Department of Commerce hereby incorporates the following award term required pursuant to [2 CFR § 175.200](#):

You as the Grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- a) Engage in severe forms of trafficking in persons during the time that the award is in effect.
- b) Procure a commercial sex act during the time that the award is in effect,
- c) Use forced labor in the performance of the award or subawards under the award, or
- d) Acts that directly support or advance trafficking in persons.

The Grantee must inform the State immediately of any information you receive from any source alleging a violation of this award term.

## **Sexual Assault and Sexual Harassment Prevention and Response**

Grantees must maintain clear and unambiguous standards of behavior to ensure harassment free workplaces for all personnel, including students. This includes all grant related activities and during conferences and workshops. Grantees should have accessible and evident means for reporting violations and timely investigations of allegations and corrective actions. Grantees must report to the State if any key personnel on the award are placed on administrative leave relating to a harassment finding or investigation.

## **Drug-Free Workplace**

The Grantee must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 CFR Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the Grantee take certain actions to provide a drug-free workplace.

## **Voter Registration Requirement**

The grantee will comply with [Minn. Stat. §201.162](#) and provide voter registration services for its employees and for the public served by the grantee.

## Scientific Integrity

Research means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. All scientific research must comply with [NOAA Administrative Order 202-735D-2](#).

**Maintaining Integrity.** The Grantee shall maintain the scientific integrity of research performed pursuant to the grant including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

**Peer Review.** The peer review of the results of scientific activities under this award shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

**Allegations.** In performing or presenting the results of scientific activities under this award and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Grantee and all subrecipients shall comply with the provisions herein and [NOAA Administrative Order 202-735D-2](#), Scientific Integrity, and its Procedural Handbook, including any amendments thereto.

**Primary Responsibility.** The Grantee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed, the Grantee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing the grant contract agreement, the Grantee provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

## Research Involving Human Subjects

The grantee must conduct all proposed research involving human subjects in accordance with 15 Code of Federal Regulations (CFR) Part 27 ([Protection of Human Subjects](#)). Human subjects are living individuals about whom an investigator (whether professional or student) conducting research:

- 1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or
- 2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

## Environmental Data

NOAA Administrative Order ([NAO\) 212-15](#) defines environmental data as recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data such as socio-economic data, related documentation, and metadata. Digital audio or video recordings of environmental phenomena are included in this definition. Numerical model outputs are included in this definition, particularly if they are used to support the conclusion of a peer-reviewed publication. Data collected in a laboratory or other controlled environment, such as measurements of animals and chemical processes, are included.

## Data Management Plans

Staff will help develop a data management plan for the geospatial or environmental data collected/generated as part of the project. The [Data Management Plan](#) will include:

- Descriptions of the types of data and information expected to be created.
- The standards to be used for data/metadata format, content, and storage.
- Methods for providing data access and the tentative date of release.

## Data Sharing

The Grantee must make environmental data collected or created under the Grant Contract Agreement publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. The Grantee must make data available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to [NOAA Information Quality Guidelines](#), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. NOAA will consider data without QC "experimental products" and the Grantee must disseminate said data accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

The data may be shared in a variety of ways, including:

- An existing publicly accessible online data server at the funded institution.
- A public data repository appropriate to this domain.
- Your own data hosting capability established as part of the project.

**Timelines.** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

**Disclaimer.** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

**Failure to Share Data.** Failing or delaying to make environmental data accessible in accordance with the Data Management Plan, unless authorized, may lead to enforcement actions, and will be considered when making future award decisions. Grantees are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

**Acknowledgement.** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the [FundRef](#) mechanism if supported by the Publisher.

**Submission.** The final pre-publication manuscripts of scholarly publications produced shall be submitted to the [NOAA Institutional Repository](#) after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

**Citation.** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

## Exceptions

If data collected/generated as part of the project are primarily for education; for the practice of making observations using scientific techniques/methods; are sensitive in nature; and are not intended to be shared outside of the project, you may request an exception to not make data publicly accessible. If funded, direct exceptions requests to [mlscp.dnr@state.mn.us](mailto:mlscp.dnr@state.mn.us). Coastal Program staff will consult with NOAA on your behalf.

## Unoccupied Aircraft Systems

The Grantee must comply with applicable federal/state/local laws for Unoccupied Aircraft Systems (UAS, drone technology), and must have appropriate permits in hand prior to conducting drone operations.

## Geospatial Information Metadata

Geospatial data and information must include compliant metadata: [Minnesota Geographic Metadata Guidelines](#) and [Metadata Resources](#) or the North American Profile of the ISO ([International Organization for Standardization](#)) 19115. The metadata must include the endorsements for both publications and environmental data.

## 306A Requirements (for low-cost construction and land acquisition projects)

<https://coast.noaa.gov/data/czm/media/guide306a.pdf> (April 2025)

- a) The Grantee must provide the State with copies of all required permits prior to starting the project.
- b) **Build American, Buy American Act.** All iron and steels used in the project must be produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. The Buy America preference applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to a project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project.
  - a. Prior to initiation of any construction, the Grantee is required to inform the State whether it is using iron, steel, manufactured products, or construction materials produced or manufactured in the United States.
  - b. Waivers: When necessary, recipients may apply for a waiver from this requirement prior to construction start.
- c) The Grantee must properly and efficiently administer, operate, and maintain the project site and project results for the purpose authorized by this award and in accordance with the provisions of the award for its estimated useful life.
- d) **Acknowledgement.** The Grantee must erect a sign at the project site and maintain it during construction that, at minimum, identifies the project, includes a NOAA logo, and indicates the project is being funded through the National Coastal Zone Management Program. The Grantee must also maintain a permanent plaque or sign at the project site with the same information.
- e) The Grantee must comply with disability access requirements, including the 2010 Americans with Disabilities Act Standards for Accessible Design, or any updated version of these requirements at in effect at the time of construction.
- f) If the DNR and/or NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project consistent with [2 C.F.R. 200](#) Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA and the State are authorized in writing.

## Failure to Comply

Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action including but not limited to the imposition of additional award conditions; temporarily withholding award payments pending correction; disallowance of award costs; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings; and such other remedies as may be legally available.