



## 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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## 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 terms and conditions 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.

## 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.**

### Expiration date

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

### 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 Program 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 Duties**

The Grantee will:

- a) Comply with required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd.4(a)(1).
- b) Perform the duties specified in the Project Description and Budget; negotiated after selected for funding.
- c) Complete the project within the time frame specified and in accordance with the approved budget in the grant contract agreement. Any material change in the grant contract agreement will require an amendment by the State.
- d) Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.
- e) 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.
- f) 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's or applicant's objectivity in carrying out the grant is 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.

## Consideration and 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.

#### *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of the grant contract agreement will not exceed the amount negotiated prior to agreement. 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](#)" promulgated by the Commissioner of Minnesota Management and Budget (MMB). 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.

#### *Indirect Cost Rate*

The State will accept the 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 10% of direct costs.

#### *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 budget as last approved by the State.

### Payment

The State will disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. Payments will be linked to project performance, and payment (partial or in whole) will be withheld if reports/products are not delivered to the DNR's satisfaction. We will reimburse using electronic fund transfer when possible.

The State has Financial Reporting Forms online, which documents grant expenses and non-federal contributions (match).

The Grantee must submit reimbursement requests with required expenditure documentation.

- **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.

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.

## **Conditions of Payment**

All services provided by the Grantee under the grant contract agreement must be performed to the State's satisfaction, 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 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.

## **Matching Requirements**

Grantee will provide at least 20% for STAR projects or 50% for annual projects of project-related costs from non-federal sources.

**All of 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.

There may be rare instances where federal funds count 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, but only if they are made during the grant period. You may include financial donations collected before the grant period if you expend the money after the grant period begins.

## **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. You may not use the time students and their parents spend participating in grant-funded field trips as match.

## Federal Funds

Payments under the grant contract agreement will be made from federal funds obtained by the State through a federal award under CFDA number 11.419 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. 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.

## Subcontractors, Contracting, and Bidding Requirements

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.

The State will include the following if the grantee is either a municipality or a nongovernmental organization.

### Uniform Municipal Contracting Law

Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

- 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.
- For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

### Nongovernmental Organizations

Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

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.

Services and/or materials that are expected to cost between \$10,000 and \$24,999 (\$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](#)) must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

Any services and/or materials that are expected to cost less than \$10,000 (see above for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#).

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.

The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

Notwithstanding the terms 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
- It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

### **Applicable to All Grantees**

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](#)

The Grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

### *Federal Participation*

The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the DNR.

### *Domestic Sourcing Preferences*

Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

### *Prohibition on certain telecommunications and video surveillance service or equipment*

Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



## 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.

## Assignment, Amendments, Waiver, and Grant Contract Agreement 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 cannot assign or transfer any rights or obligations under the grant contract agreement without the prior consent of the State approved by the same parties who executed and approved the grant contract agreement, or their successors in office.

**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 in office.

**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.

**Grant Contract Agreement 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 requests for extensions on a case-by-case basis.

## 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 its own acts and behavior and the results thereof. The liability of each party is as set out in [Minn.Stat. § 3.736](#) 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.

## **Audits (State and Single)**

Under [Minn.Stat. § 16B.98](#), Subd.8, and Code of Federal Regulations [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to the grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate. This requirement will last for a minimum of six years from the grant agreement end date, receipt, and approval of all final reports, or the time required to satisfy state and program retention requirements.

All Grantees that expend \$750,000 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 \$750,000 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**

### **Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn.Stat. § 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 [Minn.Stat. § 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 must comply with applicable law.

### **Intellectual Property**

***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.

## 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 her 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.*

**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.*

## Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs the grant contract agreement. 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.** The State may immediately terminate the grant contract agreement with or 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.

**Termination for Cause.** *(Does not apply to the University of Minnesota)* 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 agreement, 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 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.

## Data Disclosure

Under [Minn.Stat. § 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**

All grant produced materials and/or products (e.g., document, database, report, website) must be 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](#).

## **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), April 1 – June 30 (due July 15), July 1 – September 30 (due October 15), and October 1 – December 31 (due January 15).

## **Financial Reports**

The Grantee must submit Financial Reporting Forms summarizing grant expenditures to date in a form and manner prescribed by the State.

The State will reimburse approved expenditures based on expenditures reported. The State will reimburse for expenditures deemed allowable, allocable, and reasonable within 30 days of receipt of a complete request. The State reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable, and reasonable, or for which adequate supporting documentation does not exist.

The Grantee must maintain financial documentation to support expenditures incurred under this award and provide said documentation to the State upon request.

The State must receive Financial Reporting Forms within thirty days of expiration. Financial Reporting Forms received after that date will not be eligible for reimbursement.

## **For Annual Grants Only**

- If the grant goes beyond or ends on the state fiscal year end date of June 30, the Grantee must submit all expenditures incurred through June 30 by July 31 of that calendar year.
- The Grantee must submit expenditures incurred on or after July 1 on a new and separate Financial Report Form.

## **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.

## **Whistleblower Protection Rights**

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights



- a) This award and employees working on this financial assistance agreement 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) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

## 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.***

## Federal Funding Accountability and Transparency Act

(Only for grants greater than or equal to \$30,000)

To aid the State in complying with the Federal Funding Accountability and Transparency Act, the Grantee must complete and return the State's "Grantee Reporting Requirements" form with the signed agreement. Failure to do so will delay agreement execution.

## Insurance

When any part of the project will occur on state land/property (except by a municipality or the University), 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.

## 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 II of the Americans with Disabilities Act (ADA) of 1990 prohibits discrimination against qualified individuals with disabilities in services, programs, and activities provided by State and local government entities.
- b) 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.
- c) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibits discrimination of individuals based on sex under Federally assisted education programs or activities.
- d) 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 prohibits discrimination based on handicap under any program or activity receiving or benefiting from Federal assistance.



- e) 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 prohibits discrimination based on age in programs or activities receiving Federal financial assistance.
- f) 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 ([Minn. Stat. §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](#).

## 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

You as the recipient, 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, or
- c) Use forced labor in the performance of the award or subawards under the award.

## 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 on- and offsite facilities 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.

## **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](#).

***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](#), 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 not to 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](#); Federal Geographic Data Committee's [FGDC-STD-001-1998: Content Standard for Digital Geospatial Metadata](#) (revised June 1998); or the proposed 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)**

- 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 be in compliance 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.

## Appendix A: Website References

The following websites are in the Notice of Grant Opportunity:

- 3 <https://www.commerce.gov/oam/policy/financial-assistance-policy>
- 3 <https://mn.gov/admin/government/grants/>
- 3 <https://coast.noaa.gov/czm/act/>
- 4 <https://mn.gov/admin/government/grants/policies-statutes-forms/#2>
- 5 <http://www.mmd.admin.state.mn.us/commissionersplan.htm>
- 6 <https://independentsector.org/>
- 7 <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 7 <https://www.dol.gov/whd/govcontracts/sca.htm>
- 8 <http://www.mmd.admin.state.mn.us/process/search/>
- 8 <http://www.mmd.admin.state.mn.us/debarredreport.asp>
- 13 <https://www.access-board.gov/guidelines-and-standards>
- 13 <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>
- 13 <https://www.w3.org/TR/WCAG20/>
- 13 <https://mn.gov/mnit/about-mnit/accessibility/electronic-documents.jsp>
- 15 <https://www.dnr.state.mn.us/invasives/dnrlands.html>
- 16 <https://www.sam.gov/>
- 16 [https://mn.gov/admin/assets/Insurance\\_Requirements\\_Fact\\_Sheet\\_tcm36-207315.pdf](https://mn.gov/admin/assets/Insurance_Requirements_Fact_Sheet_tcm36-207315.pdf)
- 17 <https://mn.gov/mdhr/yourrights/>
- 18 <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>
- 19 [https://nosc.noaa.gov/EDMC/nao\\_212-15.php](https://nosc.noaa.gov/EDMC/nao_212-15.php)
- 19 [http://www.cio.noaa.gov/services\\_programs/IQ\\_Guidelines\\_103014.html](http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html)
- 20 <https://www.crossref.org/services/funder-registry/>
- 20 <https://repository.library.noaa.gov/>
- 20 <http://www.mngeo.state.mn.us/chouse/meta.html>
- 20 [http://www.mngeo.state.mn.us/chouse/meta\\_help.html](http://www.mngeo.state.mn.us/chouse/meta_help.html)
- 20 <http://www.fgdc.gov/metadata/csdgm>

Coastal Program Webpages <https://www.dnr.state.mn.us/waters/lakesuperior/index.html>

- <https://www.dnr.state.mn.us/waters/lakesuperior/grants.html>
  - Funding Opportunities; Resources for Grantees; Questions

The referenced state statutes are on the state register's website: <https://www.revisor.mn.gov/statutes>

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (as referenced throughout) is available in the Electronic Code of Federal Regulations [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)