MINNESOTA STATE

Contract Number: SCSU-2021-010698
P.O. Number: P0220885

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

JOINT POWERS AGREEMENT AMENDMENT NO. (3)

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY ("Minnesota State"), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 ("Contractor").

WHEREAS, Minnesota State and Contractor have entered into a Joint Powers Agreement and any addenda, exhibits, or amendments thereto (the "Original Contract"), identified below:

<table>
<thead>
<tr>
<th>Original Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Full Legal Name: ISD 0742</td>
</tr>
<tr>
<td>Contract Title: Joint Powers Agreement</td>
</tr>
<tr>
<td>Effective Date of Original Contract: October 9, 2020</td>
</tr>
</tbody>
</table>

WHEREAS, the parties wish to amend the Original Contract as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

1. **AMENDED DUTIES & RESPONSIBILITIES.** The parties agree that Original Contract's Paragraph 1, Contractor's Duties, is hereby deleted and replaced with the following:

   a. CONTRACTOR'S DUTIES. The CONTRACTOR shall: develop and implement programming and activities that support the promotion of Chinese language and culture. Provide an annual report, including budget, of the activities developed and implemented through this project and submit to SCSU Chinese Language and Culture Partnership Program office.

   b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall: Assist with the planning and implementation of activities. Serve as a resource for the planning and programming initiatives

2. **AMENDED CONSIDERATION AND TERMS OF PAYMENT.** Original Contract's Paragraph 2, Consideration and Terms of Payment, is hereby amended as follows:

   For the additional professional/technical services as outlined in this Amendment, MINNESOTA STATE shall pay Contractor an additional amount as follows:

Minnesota State Professional/Technical Services Amendment
Revised October 11, 2021
c. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows: Twenty Thousand and 00/100 Dollars ($20,000.00).

d. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE’s authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

The Contractor will submit itemized invoices upon completion of services that will include the dates, times, rates, a description of services, and the SCSU purchase order number. Minnesota State will submit payment within 30 days upon receipt of undisputed invoices.

e. The total obligation of Minnesota State for all compensation and reimbursement to the Contractor shall not exceed Twenty Thousand and 00/100 Dollars ($20,000.00).

<table>
<thead>
<tr>
<th>AMENDED Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount: $10,000.00</td>
</tr>
<tr>
<td>Previous Amendment Amount(s), if any: N/A</td>
</tr>
<tr>
<td>This Amendment Amount: $10,000.00</td>
</tr>
<tr>
<td>Cumulative Contract Amount: NOT TO EXCEED: $20,000.00</td>
</tr>
</tbody>
</table>

3. AUTHORIZED REPRESENTATIVES: The authorized representatives for the purpose of administration of this contract is as listed below, or their successor:

<table>
<thead>
<tr>
<th>MINNESOTA STATE:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Andrew Stanoch</td>
<td>Name: Sue Linn Hasbrouck</td>
</tr>
<tr>
<td>Title: Education Director</td>
<td>Title: World Language Coordinator</td>
</tr>
<tr>
<td>Address: 720 4th Avenue S, St Cloud, Minnesota, 56301-4498</td>
<td>Address: 1201 S 2ND ST WAITE PARK, Minnesota, 56387</td>
</tr>
<tr>
<td>Telephone: +1 320-308-0121</td>
<td>Telephone: +1 320-370-8000</td>
</tr>
<tr>
<td>Email: <a href="mailto:Andrew.stanoch@stcloudstate.edu">Andrew.stanoch@stcloudstate.edu</a></td>
<td>Email: <a href="mailto:susan.linn-hasbrouck@isd742.org">susan.linn-hasbrouck@isd742.org</a></td>
</tr>
</tbody>
</table>

4. ANY ADDITIONAL AMENDMENT PROVISIONS – COVID REQUIREMENTS. The paragraph that was added to the Original Agreement as new Paragraph 16, “COVID Requirements” is hereby deleted removed from the Original Contract.

5. ENTIRE AGREEMENT. Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Minnesota State Professional/Technical Services Amendment
Revised October 11, 2021
This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Contract and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Contract and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

The remainder of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   **ST. CLOUD STATE UNIVERSITY:**
   ![Signature and Details]
   - **By (authorized signature and printed name):** Brandon Johnson
   - **Title:** Interim Executive Director of Academic Resources - Office of the Provost, SCSU
   - **Date:** 3/9/2023 | 2:04:09 PM EST

2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.
   ![Signature and Details]
   - **By (authorized signature and printed name):** Edward J. Mears
   - **Title:** Director of Purchasing
   - **Date:** 3/9/2023 | 3:57:06 PM CST

3. **CONTRACTOR: ISD 0742**
   Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.
   ![Signature and Details]
   - **By (authorized signature and printed name):** Sue Linn Hasbrouck
   - **Title:** Coordinator, Immersion & World Language
   - **Date:** 3/29/2023 | 2:40:29 PM CDT

4. **AS TO FORM AND EXECUTION:**
   ![Signature and Details]
   - **By (authorized signature and printed name):** Edward J. Mears
   - **Title:** Director of Purchasing
   - **Date:** 3/29/2023 | 3:13:36 PM CDT

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Minnesota State Professional/Technical Services Amendment
Revised October 11, 2021
STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES 

JOINT POWERS AGREEMENT AMENDMENT NO. (2) 

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY ("Minnesota State"), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 ("Contractor"). 

WHEREAS, Minnesota State and Contractor have entered into a Joint Powers Agreement and any addenda, exhibits, or amendments thereto (the "Original Agreement"), identified below: 

<table>
<thead>
<tr>
<th>Original Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Full Legal Name:</td>
</tr>
<tr>
<td>Agreement Title:</td>
</tr>
<tr>
<td>Effective Date of Original Agreement:</td>
</tr>
</tbody>
</table>

WHEREAS, the parties wish to amend the Original Agreement as stated below: 

NOW THEREFORE, the parties do hereby agree as follows: 

1. **AMENDED AGREEMENT TERM.** The parties hereby agree that the Original Agreement’ Paragraph 4, Term of Agreement shall be modified as follows: 

<table>
<thead>
<tr>
<th>Amended Agreement Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date of Original Agreement:</td>
</tr>
<tr>
<td>End Date of Original Agreement:</td>
</tr>
<tr>
<td>End Date(s) of Previous Amendments, if applicable:</td>
</tr>
<tr>
<td>Effective Date of this Amendment:</td>
</tr>
<tr>
<td>End Date of Amended Agreement Term:</td>
</tr>
</tbody>
</table>

This Amendment shall be effective on the beginning date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.
2. **COVID REQUIREMENTS.** The following paragraph is added to the Original Agreement as new Paragraph 16, “COVID Requirements”.

   a. **Applicability.** This section applies to Contractor’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with Minnesota State employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with Minnesota State employees or members of the public (“Covered Individuals”).

   b. **Requirements.** In accordance with State of Minnesota HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

   c. **Compliance.** Contractor is responsible for the following:

      i. Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

      ii. Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

      iii. Monitoring test results and ensuring that Covered Individuals with positive test results do not access the Minnesota State workplace to perform contractual services until the Covered Individual has been medically cleared; and

      iv. Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 28.2 Requirements, above.

   d. **Reporting.** Upon request, Contractor shall provide Minnesota State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Agreement and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Agreement (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

   This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

   The Original Agreement and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Agreement and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Agreement and any amendments have been satisfactorily fulfilled, whichever occurs first.

   The remainder of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
   ST. CLOUD STATE UNIVERSITY:

   By (authorized signature and printed name)  Daniel Gregory
   Title  Provost and vice President of Academic Affairs
   Date  5/24/2022  | 10:47:05 AM CDT

2. VERIFIED AS TO ENCUMBRANCE:
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

   By (authorized signature and printed name)
   Title
   Date

3. CONTRACTOR: ISD 0742
   Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

   By (authorized signature and printed name)  Amy Skaalerud
   Title  Executive Director of Finance and Business Services
   Date  5/24/2022  | 11:10:18 AM CDT

   By (authorized signature and printed name)
   Title
   Date

4. AS TO FORM AND EXECUTION:

   By (authorized signature and printed name)  Edward J. Mears
   Title  Director of Purchasing
   Date  5/24/2022  | 11:51:36 AM CDT

Minnesota State Professional/Technical Services Amendment
Revised October 11, 2021
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

JOINT POWERS AGREEMENT AMENDMENT NO. (1)

Board of Trustees of the
Minnesota State Colleges and Universities
St. Cloud State University

ISD 0742
1201 S 2ND ST
WAITE PARK, Minnesota 56387

Original Contract Effective Date: 10/9/2020
Original Contract Expiration Date: 6/30/2021
Amended Contract Expiration Date: 6/30/2022

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY (hereinafter MINNESOTA STATE), and ISD 0742, 1201 S 2ND ST, WAITE PARK, Minnesota 56387 an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

Recitals

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter “Original Contract”) to develop and implement programming and activities that support the promotion of Chinese language and culture, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. TERM OF CONTRACT is amended as follows:

This contract amendment shall be effective on October 9, 2020 or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract amendment until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE’s authorized representative.
Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
   ST. CLOUD STATE UNIVERSITY:
   
   By (authorized signature and printed name)  
   Daniel Gregory
   
   Title  
   Provost and vice President of Academic Affairs
   
   Date  6/25/2021 | 12:07:41 PM CDT

2. VERIFIED AS TO ENCUMBRANCE:
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.
   
   By (authorized signature and printed name)
   
   Title
   
   Date

3. CONTRACTOR (Governmental Entity): ISD 0742  
   Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.
   
   By (authorized signature and printed name)  
   Amy Skaalerud
   
   Title  
   Executive Director of Finance & Business Services
   
   Date  7/7/2021 | 5:02:31 PM CDT

4. AS TO FORM AND EXECUTION:
   
   By (authorized signature and printed name)  
   Edward J. Mears
   
   Title  
   Director of Purchasing
   
   Date  7/7/2021 | 8:24:59 PM CDT
Contract Number: SCSU-2021-010698

<table>
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<th>Cost Center</th>
<th>Obj. Code</th>
<th>Amount</th>
<th>Vendor #</th>
<th>P.O. #</th>
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<td>P0220885</td>
</tr>
</tbody>
</table>

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY (hereinafter "MINNESOTA STATE") address 720 4TH AVENUE S, ST CLOUD, MINNESOTA, which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and ISD 0742, address 1201 S 2ND ST, WAITE PARK, MINNESOTA 56387 (hereinafter "CONTRACTOR"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed

1. DUTIES & RESPONSIBILITIES
   a. CONTRACTOR'S DUTIES. The CONTRACTOR shall: Develop and implement programming and activities that support the promotion of Chinese language and culture. Provide an annual report, including budget, of the activities developed and implemented through this project. Submit a proposed annual budget for the academic year for approval by SCSU Confucius Institute and National Hanban.

      b. MINNESOTA STATE'S DUTIES. MINNESOTA STATE shall: Assist with the planning and implementation of activities. Serve as a resource for the planning and programming initiatives. Submit required documents to National Hanban according to the annual reporting period.

2. CONSIDERATION AND TERMS OF PAYMENT.
   a. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by the MINNESOTA STATE as follows: not exceed Ten Thousand and 00/100 Dollars ($10,000.00)


Minnesota State Joint Powers Agreement Template
b. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR's presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

MINNESOTA STATE agrees to process payment within thirty (30) business days upon receipt of undisputed invoices. CONTRACTOR will invoice MINNESOTA STATE for expenses incurred as result of this contract. CONTRACTOR's invoices must be itemized and receipts must be made available to MINNESOTA STATE upon formal request. CONTRACTOR will be responsible to communicate if invoices are not paid in a timely manner.

3. **CONDITIONS OF PAYMENT.** All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. **TERM OF CONTRACT.** This contract shall be effective on October 9, 2020, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that NO work should begin under this contract until ALL required signatures have been obtained, and the CONTRACTOR is notified to begin work by MINNESOTA STATE's Authorized Representative.

5. **CANCELLATION.** This contract may be canceled by MINNESOTA STATE or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. **MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE.** MINNESOTA STATE's Authorized Representative for the purposes of administration of this contract is:

   **Name:** Kathryn Johnson  
   **Address:** 720 4th Avenue S, St Cloud, Minnesota 56301-4498  
   **Telephone:** +1 320-308-3268  
   **E-Mail:** kejohnson@stcloudstate.edu
MINNESOTA STATE’s Authorized Representative shall have final authority for acceptance of the CONTRACTOR’S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2, paragraph b.

7. The CONTRACTOR’S Authorized Representative for the purposes of administration of this contract is:

   **Name:** Willie Jett II  
   **Address:** 1201 S 2ND ST, WAITE PARK, Minnesota 56387  
   **Telephone:** +1 320-370-8001  
   **E-Mail:** willie.jett@isd742.org

8. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

9. **AMENDMENTS.** Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

10. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney’s fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR’S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE’s failure to fulfill its obligations pursuant to this contract.

11. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

12. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.
13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
   a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

   The CONTRACTOR hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of MINNESOTA STATE's authorized representative.

   b. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

   If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE'S opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE'S discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

14. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its
employees individually or jointly with others, or any subcontractors shall identify MINNESOTA STATE as the sponsoring agency and shall not be released prior to receiving the approval of the MINNESOTA STATE’s authorized representative.

15. OTHER PROVISIONS. None.

The rest of this page intentionally left blank. Signature page to follow.
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:
1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
   ST. CLOUD STATE UNIVERSITY

   By (authorized college/university/system office
   initiating agreement) Daniel Gregory
   Title Provost and vice President of Academic Affairs
   Date 10/9/2020 | 4:37:36 PM CDT

2. VERIFIED AS TO ENCUMBRANCE

   By (authorized college/university/system office
   initiating agreement) Edward J. Mears
   Title Director of Purchasing
   Date 10/10/2020 | 8:54:38 PM CDT

3. CONTRACTOR (Governmental Entity): ISD 0742
   Contractor certifies that the appropriate person(s) have executed the contract on behalf of the contractor as required by applicable articles, by-laws, resolutions, or ordinances.

   By (authorized signature) Executive Director of Finance and Business Services
   Title Executive Director of Finance and Business Services
   Date 10/20/2020 | 8:56:31 AM CDT

   By (authorized signature)
   Title
   Date

4. AS TO FORM AND EXECUTION:

   By (authorized college/university/system office
   initiating agreement) Edward J. Mears
   Title Director of Purchasing
   Date 10/20/2020 | 11:45:40 AM CDT
# Certificate Of Completion

Envelope Id: 54EA119AB1FC4175B42B0E740E23CA75

Subject: Signature request on Contract SCSU-2021-010688 St. Cloud School District P0220885

Source Envelope:
- Document Pages: 6
- Certificate Pages: 5
- AutoNav: Enabled
- Enveloped Stamping: Enabled
- Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
- Jaggaer Interface
- 30 7th St E, Ste 350
- Saint Paul, MN 55101
- contracts@minnstate.edu
- IP Address: 199.188.157.82

Record Tracking:
- Status: Original
  - 10/8/2020 2:26:11 PM
- Holder: Jaggaer Interface
  - contracts@minnstate.edu
- Location: DocuSign

**Signer Events**

**Signature**
- **Daniel Gregory**
  - dgregory@stcloudstate.edu
  - Provost and Vice President of Academic Affairs
  - Security Level: Email, Account Authentication (None)
  - Signature Adoption: Pre-selected Style
  - Using IP Address: 199.17.63.82
  - Sent: 10/8/2020 2:28:13 PM
  - Viewed: 10/9/2020 4:37:24 PM
  - Signed: 10/9/2020 4:37:36 PM

**Electronic Record and Signature Disclosure:**
- Accepted: 10/9/2020 4:37:24 PM
- ID: 0518e1a-b11f-47d2-838e-a1fdd31d120b

**Edward J. Mears**
- ejmears@stcloudstate.edu
- Director of Purchasing
- Security Level: Email, Account Authentication (None)
- Signature Adoption: Pre-selected Style
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  - Sent: 10/9/2020 4:37:37 PM
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  - Signed: 10/10/2020 8:54:38 PM

**Electronic Record and Signature Disclosure:**
- Accepted: 10/10/2020 8:54:30 PM
- ID: aa936a2d-214e-47b7-9e5e-0a264d0008a1

**Amy Skalanderud**
- willie.jett@isd742.org
- Executive Director of Finance and Business Services
- Security Level: Email, Account Authentication (None)
- Signature Adoption: Pre-selected Style
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  - Resent: 10/20/2020 8:30:59 AM
  - Viewed: 10/12/2020 2:17:02 PM
  - Signed: 10/20/2020 8:56:31 AM

**Electronic Record and Signature Disclosure:**
- Accepted: 10/12/2020 2:17:02 PM
- ID: cc3d0d9-63a4-4596-98b4-af9b60130605

**Edward J. Mears**
- ejmears@stcloudstate.edu
- Director of Purchasing
- Security Level: Email, Account Authentication (None)
- Signature Adoption: Pre-selected Style
- Using IP Address: 199.17.55.172
  - Sent: 10/20/2020 8:56:32 AM
  - Viewed: 10/20/2020 11:45:33 AM
  - Signed: 10/20/2020 11:45:40 AM

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Certificate Of Completion

Envelope Id: 9EF43AB82F6D40D58EFA7A1E4CB55D60
Subject: Signature request on Contract SCSU-2021-010698 St. Cloud School District P0220885
Status: Completed
Source Envelope:
Document Pages: 14
Certificate Pages: 5
AutoNav: Enabled
EnvelopedStamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking
Status: Original
6/25/2021 9:01:12 AM
Holder: Jaggaer Interface
contracts@minnstate.edu
Location: DocuSign

Signer Events
Daniel Gregory
ddgregory@stcloudstate.edu
Provost and vice President of Academic Affairs
Security Level: Email, Account Authentication
(Non)

Signature
Signature Adopted: Pre-selected Style
Using IP Address: 199.17.54.177

Electronic Record and Signature Disclosure:
Accepted: 6/25/2021 12:07:28 PM
ID: 2fb0ce78-b37f-4753-9b65-c930ed79599

Amy Skaalerud
amy.skaalerud@isd742.org
Executive Director of Finance & Business Services
Security Level: Email, Account Authentication
(Non)

Signature
Signature Adopted: Pre-selected Style
Using IP Address: 209.237.123.46

Electronic Record and Signature Disclosure:
Accepted: 7/6/2021 5:11:21 PM
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Edward J. Mears
ejmears@stcloudstate.edu
Director of Purchasing
STC
Security Level: Email, Account Authentication
(Non)

Signature
Signature Adopted: Pre-selected Style
Using IP Address: 199.17.55.172

Electronic Record and Signature Disclosure:
Accepted: 7/7/2021 5:02:32 PM
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Certificate Of Completion

Envelop Id: D1292960B4E340E47AF12BFE7BC67DFE6

Subject: Signature request on Contract SCSU-2021-010698 ISD 0742 St. Cloud School District P0220865

Status: Completed

Signatures: 3
Initials: 0

Envelope Originator:
Jaggaer Interface
30 7th St E, Ste 350
Saint Paul, MN 55101
contracts@minnstate.edu
IP Address: 199.188.157.82

Record Tracking

Status: Original
5/24/2022 8:19:31 AM
Holder: Jaggaer Interface
contracts@minnstate.edu
Location: DocuSign

Signer Events

Daniel Gregory
ddgregory@stcloudstate.edu
Provost and Vice President of Academic Affairs
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Signed by link sent to ddgregory@stcloudstate.edu
Using IP Address: 199.17.55.177

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ID: 34abb167-9e53-46bc-8f69-861863b3bce

Edward J. Mears
ejmears@stcloudstate.edu
Director of Purchasing
STC
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Amy Skaalerud
amy.skaalerud@isd742.org
Executive Director of Finance and Business Services
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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Certificate Of Completion

Envelope Id: AC1727C3B8345B6A3C3D392280A0096
Subject: Signature request on Contract SCSU-2021-010696 ISO 0742 St. Cloud School District P0220885
Source Envelope:
Document Pages: 31
Certificate Pages: 5
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed
Envelope Originator:
Jaggaer Interface
30 7th St E, Ste 350
Saint Paul, MN 55101
contracts@minnstate.edu
IP Address: 199.188.157.82

Record Tracking

Status: Original
3/8/2023 7:59:10 PM
Holder: Jaggaer Interface
contracts@minnstate.edu
Location: DocuSign

Signer Events

Brandon Johnson
bijohnson@stcloudstate.edu
Interim Executive Director of Academic Resources
- Office of the Provost, SCSU
Security Level: Email, Account Authentication
( None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 199.17.1.62

Timestamp
Sent: 3/9/2023 8:57:56 AM
Viewed: 3/9/2023 1:03:58 PM
Signed: 3/9/2023 1:04:09 PM

Electronic Record and Signature Disclosure:
Accepted: 11/8/2022 11:28:15 AM
ID: f463c166-6e0c-47da-a479-b1213e0fabc4

Edward J. Mears
ejmears@stcloudstate.edu
Director of Purchasing
SCSU
Security Level: Email, Account Authentication
( None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 96.42.123.26

Timestamp
Sent: 3/9/2023 1:04:13 PM
Viewed: 3/9/2023 3:56:59 PM
Signed: 3/9/2023 3:57:06 PM

Electronic Record and Signature Disclosure:
Accepted: 2/25/2022 3:40:50 PM
ID: c8a2de43-9663-415b-b13f-c187992fd294

Sue Linn Hasbrouck
susan.linn-hasbrouck@isd742.org
Coordinator, Immersion & World Language
Security Level: Email, Account Authentication
( None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 209.237.123.46

Timestamp
Sent: 3/9/2023 3:57:08 PM
Resent: 3/28/2023 8:17:59 PM
Viewed: 3/29/2023 2:38:31 PM
Signed: 3/29/2023 2:40:29 PM

Electronic Record and Signature Disclosure:
Accepted: 3/28/2023 2:38:31 PM
ID: d56f3734-4724-44ed-9091-9efbbbe82473

Edward J. Mears
ejmears@stcloudstate.edu
Director of Purchasing
SCSU
Security Level: Email, Account Authentication
( None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 199.17.1.35

Timestamp
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**Envelope Summary Events**

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**Payment Events**

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