

## **I. TERMS AND CONDITIONS – Applicable to all Trust Fund Appropriations**

### **1. ELIGIBLE COSTS – as published in the 2007 RFP**

Eligible costs are those costs directly incurred through Project activities that are solely related to and necessary for producing the work products described in the approved Work Program during the appropriation period.

- All dollars are available only for the deliverables specified in the work program.
- For nonstate agency projects under an “Agreement with”, the dollars are provided on a reimbursement basis based on the deliverables in the approved work program.

Eligible costs may include the following and are eligible only if specified in the approved Attachment A of the Work Program:

- a. Expenditures incurred only after the effective date of the approved Work Program. No expenditures will be allowed after **June 30, 2009** unless otherwise specified in law;
- b. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Work Program. For expenditures greater than \$3,500, the Recipient must include in the Work Program an explanation as to how all the equipment purchased with the appropriation will continue to be used for the same program through its useful life, or, if the use changes, a commitment to pay back to the Environment and Natural Resources Trust Fund an amount equal to either the cash value received or a residual value approved by the director of the LCCMR if it is not sold;
- c. Computers, if unique to the project and specifically approved in the work program;
- d. Materials and supplies and incoming freight charges for them;
- e. Publication and printing costs (including the process of composition, platemaking, press work, and binding and the end products produced) necessary for contract administration; work products production; and biennial reports relating to work program accomplishments;
- f. Transportation and travel expenses such as lodging, meals, and mileage of personnel involved in the Project in the same manner and in no greater amount than provided for in the current "Commissioner's Plan" in force at the time of the expenditure and promulgated by the Commissioner of Employee Relations found at <http://www.doer.state.mn.us/labrel/pdfs/0305/commissioners%20plan%202003-5.pdf> (select Chapter 15 Expense Reimbursement) and as provided by LCCMR – or for University of Minnesota (U of M) projects,

the University of Minnesota plan found at <http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/travel.cfm>

Allowable meal and lodging expenses are for employees only.

Purchasing meals for others is not an allowable expense. All out of state travel must be explicitly approved in the Work Program;

- g. Wages and expenses of salaried Recipient employees if specified and documented in the Work Program. For State Agencies: use of unclassified staff only OR request approval for the use of classified staff accompanied by an explanation of how the agency will backfill that part of the classified staff salary proposed to be paid for with this appropriation. This is subject to specific discussion and approval by LCCMR;
- h. Fringe benefit costs limited to salary, FICA/Medicare, retirement, and health insurance of Recipient's employees if specified in the Work Program;
- i. Professional services specified in the approved Work Program that are rendered by individuals or organizations not a part of the Recipient;
- j. Eligible expenditures incurred after the effective date of the approved Work Program.

## **2. NON-ELIGIBLE COSTS – as published in the 2007 RFP**

Non-eligible costs for reimbursement mean all costs not defined as eligible costs, including but not limited to the following:

- a. Any costs incurred before the project is authorized, July 1, 2007 or Work Program approval, whichever is later;
- b. Fund raising;
- c. Taxes, except sales tax on goods and services;
- d. Insurance, except title insurance;
- e. Attorney fees; except for acquisition and clearing title to land;
- f. Loans, grants, or subsidies to persons or entities for development;
- g. Bad debts, late payment fees, finance charges or contingency funds, interest, investment management fees;
- h. Lobbyists, political contributions;
- i. Memberships (including subscriptions and dues);
- j. Indirect costs (such as office maintenance, office utility costs, refreshments for staff, decorations, office materials and supplies);
- k. Directors or officers salary;
- l. Office rental fees (including storage space rental);
- m. Publications and periodicals;
- n. Merit awards and bonuses;
- o. Employee worksite parking;
- p. Entertainment, gifts and prizes, food and refreshments;

- q. Communication costs incurred for telephone calls, postage, and similar services. Purchase of communication devices such as pagers, cell phones, personal data assistance (PDAs);
- r. Computers (unless unique to the project and specifically approved in the work).

### **3. WORK PROGRAM AMENDMENTS FOR RESULTS OR DELIVERABLES**

Any amendments to the Work Program must be submitted in writing to and formally approved by the LCCMR Director or Commission before they are effective. These will include changes in deliverables in the Results section of the Work Program .

### **4. REPORTS**

The Recipient shall submit periodic Work Program status reports (Updates) to the LCCMR in a form prescribed by the LCCMR on or before the reporting dates stated in the Work Program.

### **5. ACKNOWLEDGEMENTS**

The Recipient agrees to acknowledge the State's financial support for this Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information on the amount and proportion of State funds supporting the total cost of the Project and will contain the following language:

*Funding for this project was recommended by the Legislative-Citizen Commission on Minnesota Resources from the Minnesota Environment and Natural Resources Trust Fund.*

Any site developed or improved by this Project shall display a sign, in a form approved by the LCCMR, stating that the site has received funding from the Minnesota Environment and Natural Resources Trust Fund.

### **6. SUBCONTRACTORS**

The Recipient agrees that if they subcontract any portion of this Project to another entity named in the work program, that the agreement with the sub-recipient will contain all provisions of the approved LCCMR agreement in its entirety. Copyrights, patents, services, and trademarks will be protected and owned by the same percentage as if the Recipient had obtained the intellectual rights. This limitation does not apply to supplies and materials that are purchased from vendors. All vendor services must be awarded on a competitive bid basis.

A sample subcontractor agreement is available on the LCCMR Website at <http://www.commissions.leg.state.mn.us/lcmr/manager/promanager.htm>

## **7. PUBLICATIONS**

Researchers engaged in this Project are encouraged to present at symposia, national or regional professional meetings, and to publish methods and results of the project in journals, theses or dissertations or otherwise of their own choosing provided necessary steps have been taken to protect the patents, copyrights, and other intellectual property rights resulting from the Project. Research results must include an acknowledgement statement as provided in the Section entitled "Acknowledgements".

The Recipient shall provide advance notification to the LCCMR two weeks before publicizing any data or information derived from the Project in a press release, publication, or presentation. A copy of any publication(s) produced by this project must be submitted to the LCCMR.

## **8. LAND ACQUISITION**

The Recipient shall comply with Minnesota Statutes 2006, Chapter 116P.15 and 116P.16 regarding Land Acquisition and Reporting.

For Conservation Easements you must comply with Subd. 11 of the appropriation language, ML 2007 Chapter 30 regarding specification of the easement provisions that are perpetual and submission of an electronic copy of the terms of the easement acquired to the Commission office.

For all acquisitions, priority must be given to land with high quality natural resources or conservation lands that provide natural buffers to water resources.

## **9. DATA AVAILABILITY REQUIREMENTS**

(a) Data collected by the projects funded under this section that have value for planning and management of natural resource, emergency preparedness, and infrastructure investments must conform to the enterprise technical architecture maintained by the Office of Enterprise Technology. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of spatial data collected must adhere to Office of Enterprise Technology geographic metadata standards and must be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data themselves must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, chapter 13.

(b) To the extent practicable, summary data and results of projects funded under this section should be readily accessible on the Internet and identified as an environment and natural resources trust fund project.

## **10. ACCESSIBILITY**

Any new structures built under this Project must meet the design standards in the Americans with Disabilities Act Accessibility Guidelines. Nonstructural facilities such as trails, campgrounds, picnic areas, parking, play areas, water sources, and the access routes to these features should be designed using guidelines in the Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas.

Copies of accessibility guidelines are available from the U.S. Access Board at (202) 272-0080 or (800) 872-2253, or downloaded off their web site at <http://www.accessboard.gov>.

## **11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND MATERIALS**

In accordance with Minnesota Statutes Chapter 116P.10, all rights, title, and interest to all intellectual property rights, including patents, copyrights, services and trade marks, in all materials conceived or originated by the Recipient either individually or jointly with others, which arise out of the performance of this agreement, are jointly owned by the Recipient and the State of Minnesota Environment and Natural Resources Trust Fund (hereinafter "the Trust Fund"). The Trust Fund's ownership shall equal the percentage of the total Project cost paid for by Trust Funds under this appropriation. The Recipient's contribution must be for actual and direct costs for the Project. All Recipient's contribution must be approved in advance to be eligible to qualify as the Recipient's contribution to the total Project costs for delivery ownership and regular percentages. This ownership interest shall not be reduced by any reimbursements to the Trust Fund made by the Recipient sales of products or royalty payments requirements. Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the Recipient in the performance of its obligations under this Agreement are the exclusive property of the Recipient of the appropriation and the Trust Fund except where stated otherwise in this agreement. The Recipient of the appropriation, at the request of the LCCMR, shall execute any necessary documents necessary to transfer ownership rights to the LCCMR on behalf of the Trust Fund.

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, actually or constructively reduced to practice by the Recipient or its employees in the course of or in connection with this appropriation, the Recipient shall immediately give the LCCMR written notice thereof, and shall promptly furnish the LCCMR with complete information thereon. The LCCMR and the Recipient have the sole right to determine whether or not and where a patent application shall be filed.

The Recipient and the LCCMR reserve the right to use for their own purposes any intellectual property right produced as the result of the Project without payment to the other party. The party using said product shall protect the intellectual property rights to the product and advise the other party of its use.

The LCCMR reserves "march-in" rights which can be exercised if the Recipient fails to market or offer to market any product resulting from activities undertaken pursuant to this appropriation within three (3) years from the termination of this Agreement, notwithstanding the above provisions of this section. The Recipient shall, upon request of the LCCMR, execute and provide the necessary documents for this purpose.

## **12. OWNERSHIP OF RESEARCH RESULTS**

If, within three (3) years of the termination of this appropriation the Recipient elects not to commercialize any product derived from the research conducted under this Project, the research materials shall be returned to the LCCMR without cost and free and clear of any obligation to the Recipient.

The Recipient represents and warrants that the material produced under this appropriation does not and will not infringe upon the intellectual property rights of another, including patents, copyrights, trade secrets, trade and services marks and names. The Recipient will defend and indemnify the Trust Fund and/or the State at the Recipient's expense in any claims or actions brought against the Trust Fund and/or the State to the extent that it is based on a claim or action that all or part of the material infringes upon the intellectual property rights of another. The Recipient is responsible for obtaining any necessary licenses to use the intellectual property rights of another.

## **13. SALE OR LICENSE OF PRODUCTS**

The Recipient agrees to reimburse the Trust Fund revenues it receives from licenses, transfers, or other income generated from products based upon materials derived from this Project up to the amount of money provided under this appropriation unless expressly approved under the work program. Such reimbursement will be made by the Recipient upon first sale of any product worldwide whether or not such products are patentable.

The Recipient agrees that if revenue is generated from putting on workshops, conferences, etc. under this Project, eligible project expenses will be offset with this revenue and reimbursement will not be requested for expenditures covered by this revenue.

#### **14. ROYALTY PAYMENTS**

The Trust Fund owns and shall take title to the percentage of a royalty, copyright or patent resulting from this Project equal to the percentage of the project's total funding provided by this appropriation subject to the provisions of Minnesota Statutes Chapter 116P.10. Cash receipts resulting from royalties from the licensing of copyright, patent, or other intellectual properties shall be paid to the Trust Fund on a quarterly basis within thirty (30) days after the end of each calendar quarter. The Recipient shall not license the intellectual property rights without the express written agreement of the LCCMR.

#### **15. PURCHASE OF RECYCLED AND RECYCLABLE MATERIALS**

The Recipient shall use this appropriation in compliance with Minnesota Statutes Chapter 16B.121 and 16B.122 requiring the purchase of recycled, repairable, and durable materials, the purchase of uncoated paper stock, and the use of soy-based ink. The Recipient shall ensure that all sub-recipients comply with this requirement.

#### **16. ENERGY CONSERVATION AND SUSTAINABLE BUILDING GUIDELINES**

A recipient to whom an appropriation is made in this section for a capital improvement project shall ensure that the project complies with the applicable energy conservation and sustainable building guidelines and standards contained in law, including Minnesota Statutes, sections 16B.325, 216C.19, and 216C.20, and rules adopted thereunder. The recipient may use the energy planning, advocacy, and state energy office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative energy development relating to the planning and construction of the capital improvement project.

#### **17. NATIVE PLANT SPECIES**

Vegetation planted must be of native ecotypes to Minnesota, and preferably of the local ecotype, unless expressly approved in the work program;

#### **18. LEVERAGED FUNDS FOR REAL PROPERTY INTEREST REQUIREMENT**

The work program for every appropriation for acquisition of a real property interest shall identify nonstate leveraged funds and a plan for expenditure of

funds to maximize the benefit of the trust fund allocation. Any work program that proposes materially less leverage than the proposal shall be brought to the Legislative-Citizen Commission on Minnesota Resources for review and approval or disapproval. The final report of each project shall identify all leverage obtained. Leveraged funds shall be spent concurrently with trust fund appropriations to the extent possible.

### **19. OTHER CONDITIONS**

It is a condition of acceptance of the appropriation that any agency or entity receiving the appropriation must comply with Minnesota Statutes, Chapter 116P.