

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

Metropolitan State University

MINNESOTA STATE COLLEGES AND UNIVERSITIES

FUSION Partnership Agreement for IT Residency Positions

This contract is by and between **FUSION PARTNER** (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Metropolitan State University** (hereinafter "STATE").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, the STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F, and

WHEREAS the STATE and the PURCHASER have a mutual interest in providing learning opportunities, work experience and income for students to promote both individual career development and serve the interests of Minnesota employers,

NOW, THEREFORE, it is agreed to jointly sponsor an ongoing applied work experience for Metropolitan State University students according to the following roles and terms as outlined below:

- I. DUTIES OF STATE. The STATE shall:
 - A. Provide a project administrative sponsor, a program director, and student program participants to perform a variety of duties for PURCHASER's software and hardware project/s and assume all payroll costs and associated administrative expenses related to payroll.
 - B. Hire only those student program participants whom the PURCHASER has determined meet work-related qualifications, including any required drug screening and background checks as arranged and paid for by the PURCHASER.
 - C. Assure that all student program participants, faculty and supervisory personnel assigned to the project are advised of the confidential nature of the services being provided to client companies and make employment contingent upon proof of a signed confidentiality and intellectual property rights agreement with the PURCHASER prior to beginning work on any projects.
 - D. Counsel student program participants who fail to meet the performance and behavioral expectations of the PURCHASER, and terminate those student program participants who do not meet those expectations.
 - E. The executive director of Advance IT Minnesota or a mutually acceptable administrator shall serve as the project sponsor and administrator for this contract.

- II. DUTIES OF PURCHASER. The PURCHASER agrees to provide the following:
- A. Facilities, equipment, software and supplemental training as may be needed by the student program participants to perform duties as required by the PURCHASER and clients.
 - B. PURCHASER, will select student program participants from those pre-screened and referred by the STATE to work on various computer software projects as provided by PURCHASER.
 - C. PURCHASER will arrange and pay for drug screen and background check as may be needed to conform to requirements and conducted in accordance with all applicable federal and state laws.
 - D. PURCHASER will provide confidentiality and intellectual property rights agreements as may be needed for student project participants and other STATE employees as may be needed.
 - E. PURCHASER shall work with each student program participant to create a mutually agreeable work schedule. In order to abide by IRS rules that define student program participant status, each student may work up to twenty (20) hours per week during fall and spring academic semesters and forty (40) hours per week the remainder of the year. Total time worked may be mutually adjusted downward to accommodate variations in student and employer workload, but the expectation is to maintain hours as close to the 20/40 guideline as possible.
 - F. The PURCHASER agrees to verify online hours submitted by the student on a biweekly basis and according to the schedule needed to meet payroll entry deadlines as determined by the STATE.
 - G. PURCHASER- may terminate any student project participant based on performance, work habits, inappropriate behavior or for lack of project work. The STATE's program director shall be notified as soon as possible about pending and provide intervention advising if requested by the PURCHASER. The STATE may no longer invoice the PURCHASER for student hours worked after the effective date of severance or the date of notification of severance, whichever is later. The PURCHASER is responsible for payment of any hours the student project participant worked prior to termination.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by the PURCHASER based on a wage differential premium of four dollars (\$4.00) per hour for all student hours paid in accordance with the terms of this agreement.
- B. Terms of Payment. Payment shall be made by the PURCHASER upon receipt of invoices based on actual expenses plus the the hourly premium. STATE will include with the invoice the names of the student project participants and -, and any other information required by PURCHASER in order to process payment. PURCHASER shall make payments to STATE within thirty (30) days after receipt of complete invoices. The STATE may invoice the PURCHASER monthly and not less than QUARTERLY.

- IV. **TERM OF CONTRACT.** This contract shall be effective on **DATE or upon the date that the final required signature is obtained by the STATE**, whichever occurs later, and shall remain in effect until June 30, 2015, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- V. **CANCELLATION.** This contract may be canceled by the PURCHASER or STATE 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 STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. **AUTHORIZED REPRESENTATIVES.** The PURCHASER'S Authorized Representative for the purposes of administration of this contract is Martin Hebig. The STATE'S Authorized Representative for the purposes of administration of this contract is Bruce Lindberg.

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- VII. **ASSIGNMENT.** Neither the PURCHASER nor the STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VIII. **LIABILITY.** The PURCHASER shall indemnify, save, and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- IX. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. The STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- X. **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.
- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the 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 Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIII. 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.
- XIV. ARBITRATION. If the Disputed Matter cannot be resolved pursuant to executive mediation as set forth above, the parties agree to submit the dispute to arbitration in Minnesota before an impartial arbitrator, in accordance with rules of the American Arbitration Association. Any arbitration award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. The impartial arbitrator shall be selected by joint agreement, but if the parties do not so agree within seven days of the request for arbitration made by either party, the American Arbitration Association shall make the selection. The award rendered by the arbitrator shall be conclusive and binding upon the parties hereto and judgment may be entered upon such award in any court having jurisdiction hereof. Costs of arbitration will be paid for by the initiating party.
- XV. OTHER PROVISIONS. (Attach additional page(s) if necessary): See Attached

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED: