

## STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

<b>Mark this box if this is a RUSH.</b>	<b>Date contract is needed for vendor's signature</b>	
<i>*Please, allow 5 - 7 business days for F&amp;B processing. For RUSH requests, complete boxes above. You will be notified of any unusual delay if unavoidable circumstances arise. Thank you.</i>		
ORG: 112	SWIFT CONTRACT NO: <b>153782</b>	
TYPE: GRANT	PO NUMBER: <b>3000031075</b>	
MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME) EMILIE JUSTEN, 651-201-6360	<div style="border: 1px solid black; padding: 2px; display: inline-block;">                 BS  </div>	
Date Funding String & contract template were reviewed and approved by Division's Senior Accounting Officer		
AGENCY: B0401	FISCAL YEAR: FY19	SWIFT VENDOR NUMBER: 0000197681
TOTAL AMOUNT: \$ 13600	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 5
	ACCOUNT CODE: 441322	SWIFT VENDOR ADDRESS: 1
LAWS OF: MN Statues 41A.12		

NEEDED FOR FEDERAL GRANTS

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: FY19	FISCAL YEAR:	FISCAL YEAR:
FUND: 2018	FUND:	FUND:
DEPT ID: B0431222	DEPT ID:	DEPT ID:
APPROP ID: B042A22	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$13600	AMOUNT:	AMOUNT:

CONTRACT START DATE 03/01/2019

CONTRACT END DATE 12/01/2019

CONTRACT NAME & ADDRESS City of Duluth- Diane Dosetelle  
Parks and Recreation, 411 West 1st  
St, Ground Floor  
Duluth, MN 55802

**F&B ONLY BELOW THIS LINE**

CHECKLIST: BUDGET CHECKED	FAIL: _____	PASS: _____	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE DATE: _____ INITIAL: _____
RECORDED ON BUYER'S SS: _____	DOCUSIGN: _____		
OK TO DISPATCH NO: _____	YES: _____		

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_

OK TO CLOSE: DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Agriculture. ("STATE") and City of Duluth, Diane Dosetelle, Parks and Recreation, 411 West 1st St, Ground Floor, Duluth, MN 55802 ("GRANTEE").

1. Under Article 1, Section 2; Subdivision 2(j) of the 2017 Laws of Minnesota and Minnesota Statute 18.90 the State is empowered to enter into this grant.
2. The State is in need of local units of government to take measures to implement and maintain noxious weed control programs within their jurisdictions.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract

#### 1 Term of Grant Contract

##### 1.1 *Effective date:*

March 1, 2019, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

##### 1.2 *Expiration date:*

December 1, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

- Satisfactorily perform all of the duties listed in Appendix A, which is incorporated into this agreement and made part of this contract.
- Supply the State with receipts, paid invoices, payroll records, processed/cancelled checks or other proof of payment relating to all duties listed in Appendix A for on or after 3/1/2019 and on or before the expiration date. Only expenses incurred during this period are eligible for reimbursement. Failure to complete all duties as listed in Appendix A OR submission of receipts, accurately proving payment dates WILL disqualify Grantee from final distribution of grant funds for this contract's effective date and WILL require the Grantee to reimburse the state for any grant funds provided up-front. Grantee also agrees that funds are only spent in accordance with this grant agreement

#### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

#### 4 Consideration and Payment

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DS

#### 4.1 **Consideration.**

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

##### (a) **Compensation**

The Grantee will be paid \$ 10200 up-front to complete duties outlined in Appendix A, upon completion of the necessary signatures.

The Grantee will also be paid \$ 3400, upon completion of all duties and proof that work was performed to the State's satisfaction as outlined in Appendix A, which is incorporated into this agreement and made part of this contract.

##### (b) **Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ 0; provided that the Grantee will be reimbursed 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 Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

##### (c) **Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$13,600.

#### 4.2 **Payment**

##### (a) **Invoices**

The State will distribute 75% of the total obligation upon execution of the grant contract and will promptly pay the Grantee the remaining 25% of funds after the Grantee presents a final project report with an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices and proof of all expenses paid and supporting documentation must be submitted timely and according to the following schedule: All related documents must be received by 12/1/2019. Final payment to the subrecipient will be paid when the State's Authorized Representative determines that the grantee has satisfactorily fulfilled all the terms of this agreement. If the State's Authorized Representative determines that the grantee has used funds distributed up-front inappropriately, the grantee WILL reimburse the State for those expenses.

##### (b) **Unexpended Funds**

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

#### 4.3 **Contracting and Bidding Requirements**

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

(a) 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.

### 5 **Conditions of Payment**

All services provided by the Grantee under this grant contract 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.

### 6 **Authorized Representative**

The State's Authorized Representative is Emilie Justen, Noxious Weed Law Coordinator, 625 Robert St. N, St. Paul, MN 55155, 651-201-6360, Emilie.justen@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Diane Dosetelle, City of Duluth, Parks and Recreation, 411 West 1st St, Ground Floor, Duluth, MN 55802, 218-730-4329, ddesotelle@duluthmn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract 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, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

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

## **8 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 this grant contract by the Grantee or the Grantee's 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 this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

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

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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 shall comply with applicable law

## 10.2 *Intellectual Property Rights*

### - Joint of Ownership of Intellectual Property Rights

- A. **INTELLECTUAL PROPERTY RIGHTS:** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the GRANTEE and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “DOCUMENTS” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the STATE and the GRANTEE in the WORKS and DOCUMENTS shall equal the ratio of each party’s contributions to the total costs described in the Budget of this Contract, except that the STATE’s ownership interest in the WORKS and DOCUMENTS shall not be less than fifty percent (50%). The party’s ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.
- B. **OBLIGATIONS:**
1. **NOTIFICATION:** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and contractors, in the performance of this Contract, the GRANTEE shall immediately give the STATE’s Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the GRANTEE and the STATE, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the STATE.
  2. **REPRESENTATION:** The GRANTEE shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole property of the STATE, and that no GRANTEE employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The GRANTEE represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others. The GRANTEE shall indemnify, defend, 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 or DOCUMENTS infringe upon the intellectual property rights of others. The GRANTEE shall 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 shall, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.

- C. USES OF THE WORKS AND DOCUMENTS: The STATE and GRANTEE shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.
- D. POSSESSION OF DOCUMENTS: The DOCUMENTS may remain in the possession of the GRANTEE. The STATE may inspect any of the DOCUMENTS at any reasonable time. The GRANTEE shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.

SUITABILITY: The rights and duties of the STATE and the GRANTEE, provided for above, shall survive the expiration or cancellation of this Contract.

## 11 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.

## 12 Publicity and Endorsement

### 12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes 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 this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### 12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court

with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 *Termination by the State***

The State may immediately terminate this grant contract 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.

### **14.2 *Termination for Cause***

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

### **14.3 *Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax 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 any penalty if the contract 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.

## **15 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.



**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05*

DocuSigned by:

Signed: Linda Rowley

Date: 2/28/2019

SWIFT Contract/PO No(s) 3000031075 153782

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative



## Appendix A

### Duties:

1. City of Duluth will purchase educational materials for mailings, door hangings, and press releases that explain weed control action, including resources for home and business owners to learn more about controlling invasive plants.
2. Will conduct two professional development workshops covering knotweed biology, control and timing of treatment, and what treatment to use.
3. Will hire private applicator to treat knotweed infestations.

### Budget:

Category	Amount	In-kind
Personnel		\$660
Educational materials	\$2,500	
Private applicator contract	\$9,600	
Contracted services – U of M Extension	\$1,000	
Workshop supplies	\$500	
Volunteer hours		\$1,200
Total	\$13,600	

## Certificate Of Completion

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Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	NiCole Rawski
Time Zone: (UTC-06:00) Central Time (US & Canada)	1860 Michael Faraday Dr. Ste. 100
	Reston, VA 20190
	nicole.rawski@state.mn.us
	IP Address: 156.98.51.15


## Record Tracking

Status: Original 2/25/2019 12:23:44 PM	Holder: NiCole Rawski nicole.rawski@state.mn.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: CarahSoft OBO MN - Dept of Agriculture	Location: DocuSign

## Signer Events

Doug Spanier  
douglas.spanier@state.mn.us  
Attorney General Rep  
CarahSoft OBO MN - Dept of Agriculture  
Security Level: Email, Account Authentication (None)

## Signature




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Using IP Address: 156.98.51.15

## Timestamp

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Signed: 2/26/2019 1:07:33 PM

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ID: 25d9851c-eebe-4974-be49-bb868dc58dc3

Emilie Justen  
Emilie.Justen@state.mn.us  
Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device  
Using IP Address: 156.98.51.15

Sent: 2/26/2019 1:07:34 PM  
Viewed: 2/26/2019 1:07:49 PM  
Signed: 2/26/2019 1:08:33 PM

**Electronic Record and Signature Disclosure:**  
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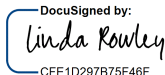
Melissa Olson  
melissa.olson@state.mn.us  
CarahSoft OBO MN - Dept of Agriculture  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 156.98.51.15

Sent: 2/26/2019 1:08:36 PM  
Viewed: 2/27/2019 2:24:07 PM  
Signed: 2/27/2019 2:28:55 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Linda Rowley  
linda.rowley@state.mn.us  
Lead Buyer  
Security Level: Email, Account Authentication (None)



DocuSigned by:  
Linda Rowley  
CFE1D297B75F46F...  
Signature Adoption: Pre-selected Style  
Using IP Address: 156.98.51.15

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**Electronic Record and Signature Disclosure:**  
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<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Diane Dosetelle

ddesotelle@duluthmn.gov

Security Level: Email, Account Authentication  
(None)

Sent: 2/28/2019 1:30:47 PM

Viewed: 3/1/2019 6:54:07 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/1/2019 6:54:07 AM

ID: d12934c7-62fe-42f1-bdf7-4d2afb6303cb

Whitney Place

whitney.place@state.mn.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 9/20/2018 1:54:58 PM

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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Envelope Sent

Hashed/Encrypted

2/28/2019 1:30:47 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CarahSoft OBO MN - Dept of Agriculture (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact CarahSoft OBO MN - Dept of Agriculture:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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