



Innovative Graffiti Prevention General Conditions for Grant Application

The General Conditions are terms and conditions that the City expects all of its Award Recipients to meet. By applying, the Grant Applicant agrees to be bound by these requirements unless otherwise noted in the Grant Application. The Grant Applicant may suggest alternative language to any section. Some negotiation is possible to accommodate the Grant Applicant's suggestions.

1. City's Rights

The City reserves the right to reject any or all Grant Applications on the basis of the evaluation criteria outlined in the Application Guidelines.

2. Interest of Members of City

The Applicant agrees that no member of the governing body, officer, employee or volunteer or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Project.

3. Equal Opportunity Statement

Applicant agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4. Non-Discrimination

The Applicant will not discriminate against any employee or volunteer or applicant for employment or volunteerism because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment or volunteerism, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

5. If required by the City, the Applicant shall agree to post in conspicuous places, available to employee or volunteers and applicants for employment or volunteerism, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Applicant shall, in all solicitations or advertisements for employee or volunteers placed by or on behalf of the Applicant, state that all qualified applicants will receive consideration for employment or volunteerism without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

6. Disability Compliance Requirements

All Award Recipients are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Applicant will not discriminate against any employee or volunteer or applicant for employment or volunteerism because of their disability and will take affirmative action to ensure that all employment or volunteerism practices are free from such discrimination. Such employment or volunteerism practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Award Recipients associated with the City to provide qualified applicants and employee or volunteers with disabilities with reasonable accommodation that does not impose undue hardship. Award Recipients also agree to post in a conspicuous place, accessible to employee or volunteers and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

7. In the event of the Applicant's noncompliance with the non-discrimination clauses of this Project, this Project may be canceled, terminated, or suspended, in whole or part, and the Applicant may be declared ineligible by the Minneapolis City Council from any further participation in City Projects in addition to other remedies as provided by law.

Hold Harmless

8. The Applicant agrees to defend, indemnify and hold harmless the City, its officers and employee or volunteers, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Applicant, its employee or volunteers, its agents, in the performance of the work or services provided by or through this Project or by reason of the failure of the Applicant to fully perform, in any respect, any of its obligations under this Project. If an Applicant is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

Assignment or Transfer of Interest

9. The Applicant shall not assign any interest in the Project, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for award money due to the Applicant may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Applicant shall not reassign services under this Project without prior written approval of the City Department Project Manager designated herein.

10. General Compliance

The Applicant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Project.

11. Performance Monitoring

The City will monitor the performance of the Applicant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Project. If action to correct such substandard performance is not taken by the Applicant within a reasonable period of time after being notified by the City, Project termination procedures will be initiated. All work submitted by Applicant shall be subject to the approval and acceptance by the City Department Project Manager designated herein. The City Department Project Manager designated herein shall review each portion of the work when certified as complete and submitted by the Applicant and shall inform the Applicant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

Independent Applicant

12. Nothing contained in this Project is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or volunteer between the parties. The Applicant shall at all times remain an independent Applicant with respect to the work and/or services to be performed under this Project. Any and all employee or volunteers of Applicant or other persons engaged in the performance of any work or services required by Applicant under this Project shall be considered employee or volunteers or sub-Award Recipients of the Applicant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employee or volunteers or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Applicant.

Accounting Standards

13. The Applicant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Project.

Retention of Records

14. The Applicant shall retain all records pertinent to expenditures incurred under this Project for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have

been resolved for abatement programs. Records for non-expendable property acquired with funds under this Project shall be retained for six years after final disposition of such property.

Data Practices

15. The Applicant agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Applicant must immediately report to the City any requests from third parties for information relating to this Project. The City agrees to promptly respond to inquiries from the Applicant concerning data requests. The Applicant agrees to hold the City, its officers, and employee or volunteers harmless from any claims resulting from the Applicant's unlawful disclosure or use of data protected under state and federal laws.
16. All Grant Applications shall be treated as non-public information until the Grant Applications are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Project with the selected Applicant. At that time, the Grant Applications and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

Inspection of Records

17. All Applicant records with respect to any matters covered by this Project shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Applicable Law

18. The laws of the State of Minnesota shall govern all interpretations of this Project, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Applicant.

Conflict and Priority

19. In the event that a conflict is found between provisions in this Project, the Applicant's Grant Applications or the City's Request for Grant Applications, the provisions in the following rank order shall take precedence: 1) Project; 2) Grant Applications; and last 3) Request for Grant Applications (only for Projects awarded using GRANT APPLICATION).

Conflict of Interest/Code of Ethics

20. By signing this Project, the Applicant agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Applicant is unclear if a conflict of interest exists, the Applicant will immediately contact the City department Project manager and ask for an interpretation.
21. Applicant agrees to comply with the City's Code of Ethics, City Code of Ordinances, and Chapter 15. Applicant certifies that to the best of its knowledge all City employees or volunteers and officers participating in this Project have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Project. All questions relative to this section shall be referred to the City and shall be promptly answered.

Ownership of Materials

22. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Project shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Project without the consent, permission of, or further compensation to the Applicant.

Intellectual Property

23. Unless the Applicant is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Project. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

24. All Work under this Project will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Project. The Applicant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

For Artwork: The City shall possess and own the Public Artwork to be provided by the Applicant. The Applicant retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

- a. Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Applicant shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Applicant grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.
 - b. The Applicant grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.
 - c. The Public Artwork and designs developed under this Project shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Project.
 - d. If the Public Artwork prepared under this Project is work or service provided by the Applicant using a proprietary system for which the Applicant has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Applicant represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.
25. For Licensed Software: Applicant retains ownership, intellectual property rights and title to its software. Applicant also retains proprietary rights to documentation, manuals and related documents associated with its software. Applicant also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.
- a. All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Applicant and the City, attached hereto and made a part of this Project. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.
 - b. The City understands and agrees that upon the expiration or termination of this Project, the Applicant will cancel the license key or access code and the software will be disabled or removed.
 - c. Applicant recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

26. For specifically commissioned development of intellectual technology: Subject to sub-paragraph (i), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Project. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Applicant will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Applicant. The Applicant grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

- a. (i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and

object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Project. This Project does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it is to acquire no rights under this Project to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Project.

- b. (ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Applicant in designing, developing and producing the "Work" that is the subject of this Project.
- c. Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Project.