

## Form 2:

### ClearWay Minnesota<sup>SM</sup>

#### Grantee Acknowledgment of Application Terms and Conditions

Grantee must read, complete and acknowledge the following items by signing and dating this form. **This form will be available online and must be submitted with the Letter of Intent.**

As the undersigned, you represent, on behalf of an organization applying for a grant from ClearWay Minnesota<sup>SM</sup>, that you have the authority to execute this and related grant agreements on behalf of the applicant organization. You further acknowledge and agree to the following in applying for a grant or any other funding from ClearWay Minnesota:

#### The Application Process

- Applicant represents and warrants in submitting a proposal that it has complied with and/or shall comply with all applicable federal, state and local laws, rules and regulations.
- No application for funding will be considered unless it is complete and fully complies with criteria set forth in the applicable Request for Proposals/Applications/Qualifications.
- No application for funding will be considered unless and until this Acknowledgment of Application Terms and Conditions is signed and returned to ClearWay Minnesota's authorized representative.
- This Request for Proposals/Applications/Qualifications may be withdrawn or modified by ClearWay Minnesota at any time during the application process.

#### The Review Process

Applicant acknowledges that:

- Proposals submitted become public information, subject to the Minnesota Government Data Practices Act, at the time they are presented to the ClearWay Minnesota Board of Directors. Pricing and service agreements of proposals are considered public information, unless Applicant can demonstrate that the information is a "trade secret" or "non-public business data" as defined by the Act.
- Applicant understands that any attempt to contact a review panel member to discuss the application under review during the review process will disqualify them from receiving funding.
- ClearWay Minnesota has the sole right and discretion to establish funding eligibility criteria and to select or reject proposals according to ClearWay Minnesota's view of program priorities.
- No person or organization has a right to or expectation of funding, except as provided in a fully approved and executed contract agreement. Funding may be withdrawn (or project approval may be rescinded) if the parties fail to reach agreement during the contract negotiation process.
- If Applicant is an existing or prior ClearWay Minnesota grantee, ClearWay Minnesota may provide the review panel information about previous experience with Applicant.

## Conditions for Funding

- Failure to comply with the terms of a grant may result in the termination of funding, and in certain cases may require Grantee to return funds previously received, including funds already disbursed.
- Applicant acknowledges and will comply with the following ClearWay Minnesota policies and directives if funded.

### Smoke-Free Workplaces

Organizations receiving funding from ClearWay Minnesota must provide smoke-free worksites, unless they are specifically exempt from an applicable smoke-free policy.

As the undersigned, you represent that you have reviewed ClearWay Minnesota's Smoke-Free Workplaces Policy and that the organization is (please check one):

Smoke-free.

Specifically exempt from an applicable smoke-free policy.

### Grantee Interaction With Tobacco Companies

ClearWay Minnesota will not give a grant to a tobacco company, or to its parent or subsidiaries.

ClearWay Minnesota will actively seek to give grants to organizations that have no present or anticipated relationships with tobacco companies, their parents or subsidiaries.

ClearWay Minnesota generally will not give a grant to an organization that currently receives funding, has received funding in the previous 12 months or would accept funding during the ClearWay Minnesota grant's lifetime from a tobacco company or its parents or subsidiaries.

ClearWay Minnesota may choose to award a grant to a Principal Investigator or Project Lead with an organization that currently receives funding from a tobacco company or from its parent or subsidiaries if the Principal Investigator or Project Lead working on the ClearWay Minnesota grant is clearly and demonstrably free of any current or anticipated involvement with tobacco-related funding, and if the quality of research or service is deemed significantly better than that provided by competitors.

Because the tobacco industry has targeted, manipulated or sought to exploit certain populations, ClearWay Minnesota may choose to give a grant to an organization that has received funding from a tobacco company, or from its parent or subsidiaries, if the ClearWay Minnesota grant is clearly and demonstrably used for work unrelated to that done with the tobacco funding and if the organization is deemed uniquely better qualified than its competitors to use the ClearWay Minnesota grant.

For the purposes of this Policy, *tobacco* is defined as commercially manufactured products containing tobacco and does not include sacred and traditional tobacco use by American Indians and other cultures.

As the undersigned, you represent that you have reviewed ClearWay Minnesota's Policy on Grantee Interaction With Tobacco Companies and that the organization (check all that apply):

- Will comply with ClearWay Minnesota's policies and directives concerning relations with tobacco companies and related businesses, if awarded funding.
- Will disclose any relationship by Applicant and its proposed subcontractors (of which it is aware) with any tobacco company, affiliate or subsidiary of any tobacco company.
- Has no present or anticipated relationships with tobacco companies, their parents or subsidiaries *or* that the individuals working on the ClearWay Minnesota project have not worked directly with such entities in the last 12 months, and agree that they will not work directly with such entities while working with ClearWay Minnesota.

#### Grantee Compliance With Minnesota Government Data Practices Act

Applicant acknowledges that proposals submitted become public information, subject to the Minnesota Government Data Practices Act, at the time they are approved.

If ClearWay Minnesota contracts with a private sector person or entity to "perform any of its functions," the contract must require Grantee to agree to be subject to the Minnesota Government Data Practices Act (Minn. Stat. § 13) with respect to any data "created, collected, received, stored, used, maintained or disseminated" by the private Grantee.

Grantee agrees to comply with the Act with respect to the agreement data as if Grantee were a government entity (as defined in the Act). Agreement data is considered public information under the Act, unless it can be demonstrated that there is reason any given agreement data should not be treated as public information, including but not limited to that such agreement data is a "trade secret" pursuant to Minn. Stat. §13.37, subd. 1, or "non-public business data" pursuant to Minn. Stat. §13.591, subd. 1. Grantee understands that pursuant to Minn. Stat. §13.05, subd. 11, the remedies provided in §13.08 of the Act apply to Grantee.

Pricing and service agreements of proposals are considered public information, unless Applicant can demonstrate that the information is a "trade secret" or "non-public business data" as defined by the Act.

If an individual or organization believes that a document it submits to ClearWay Minnesota contains trade secret information, the individual or organization must do the following:

- 1) Clearly mark the information with the words "trade secret"; and
- 2) Explain in writing how the information meets each of the three requirements in the definition of trade secret information.

"Proprietary" information is not defined or classified under the DPA. Therefore, proprietary information will be public data and available to anyone upon request. This is important because if Grantee marks something as "proprietary," it is not the same as marking it "trade secret."

In the event that Grantee receives a request for agreement data under the Act, Grantee agrees to notify ClearWay Minnesota promptly upon such request. In the event that Grantee reasonably desires that certain agreement data requested not be disclosed, Grantee shall give ClearWay Minnesota notice requesting that ClearWay Minnesota withhold specific agreement data from being disclosed. Such notice shall identify the specific agreement data that Grantee desires be withheld, and the statutory basis for claiming that such agreement data is not public information.

ClearWay Minnesota will not reimburse Grantee for any of Grantee's attorneys' fees or costs, or for any other expenses incurred in responding to Act requests or requests for information from any government agency.

As the undersigned, you represent that you have reviewed ClearWay Minnesota's requirement for grantee compliance with the Minnesota Government Data Practices Act and the organization is:

Willing to comply with this requirement.

Grantee Compliance with ClearWay Minnesota's Conflict of Interest Policy

Applicant warrants that no member of its staff or board of directors is, or during the term of any agreement will be, a member of the staff or Board of Directors of ClearWay Minnesota. ClearWay Minnesota will not enter into contracts with a ClearWay Minnesota Board Member or a ClearWay Minnesota employee or the family members of either while the person is serving ClearWay Minnesota and for one year after the person ceases to be a Board Member or employee of ClearWay Minnesota.

If a family member or relative of a ClearWay Minnesota Board Member is (or becomes) affiliated with an organization that has a grant or contract with ClearWay Minnesota, that organization must:

- a) Certify in writing to ClearWay Minnesota that the family member or relative will not solicit, supervise, manage, administer or have a financial interest in the ClearWay Minnesota grant or contract for the duration of that grant or contract;
- b) Submit the certification within 30 days of the disclosure of the relationship to the affiliated organization or of a written request from ClearWay Minnesota; and
- c) Promptly update the certification if the status of the family member or relative changes.

"Family members" of a person are the person's spouse or domestic partner, parents, stepparents, siblings, children, stepchildren, and spouses or domestic partners of the person's children and stepchildren. "Relatives" of a person are the person's aunts and uncles.

**This is a link to ClearWay Minnesota's website, which contains a list of ClearWay Minnesota Board Members and staff:**

<http://www.clearwaymn.org>

**Please review the list and disclose if your organization is affiliated with either a Board or staff member of ClearWay Minnesota.**

As the undersigned, you represent that you have reviewed ClearWay Minnesota's Conflict of Interest Policy and the list of ClearWay Minnesota Board Members and staff and your organization (check one):

- Has no affiliation with a ClearWay Minnesota Board Member or a ClearWay Minnesota employee.
- Discloses an affiliation with a ClearWay Minnesota Board Member or a ClearWay Minnesota employee. (See attached Disclosure.)

**Grantee Liability and Insurance Requirements**

Grantee shall be solely responsible for obtaining, and for any expense in obtaining, worker's compensation, medical, dental, life, liability and all other insurance for Grantee for the Term. Grantee understands that it is not covered by the insurance policies of ClearWay Minnesota. Grantee shall be responsible for obtaining, at Grantee's sole expense, licenses and permits usual and necessary for performing the Project.

As the undersigned, you represent that you have reviewed ClearWay Minnesota's Grantee Liability and Insurance Requirements and the organization is:

- Willing to comply with this requirement.
- Proposals are subject to a financial due-diligence process. Funding will be contingent upon the successful review of the Applicant Financial Questionnaire and related documents.
- During the period of time that Applicant's proposal is under consideration for funding by ClearWay Minnesota, Applicant agrees to inform ClearWay Minnesota immediately of any material change affecting the capacity of the applicant organization to meet the requirements and responsibilities outlined in the Request for Proposal as submitted.

**Withholding of Funds or Termination After Contract Execution**

ClearWay Minnesota, at its sole option, also may terminate grant agreements at any time if:

- Grantee must be able to provide human subject protection assurance from an Institutional Review Board (IRB), if required in the Request for Proposal. If Grantee fails to obtain IRB approval, ClearWay Minnesota will not reimburse the Grantee for expenses incurred prior to, or in attempting to obtain IRB approval. Grantee uses grant amounts for any purpose other than as specified in the grant agreement.
- Grantee breaches the grant conditions or grantee conditions set forth in the grant agreement.
- At ClearWay Minnesota's sole discretion, ClearWay Minnesota believes that Grantee becomes unable to carry out the purposes of the project, or ceases to be an appropriate means of accomplishing the purposes of the project.
- Grantee uses grant amounts for purposes that conflict with ClearWay Minnesota's mission, goals and policies.

By checking this box, you represent that you have the authority to execute this and related contract agreements on behalf of the contracting organization and agree to the application terms and conditions stated above.

**Name:** \_\_\_\_\_ **Date** (*month/day/year*):        /        /

**Title:**

**Representing** (*organization's legal name*):

**ClearWay Minnesota<sup>SM</sup>**

**Affiliation Disclosure Form**

1. Legal Name of Organization:
  
2. Name of ClearWay Minnesota Board Member or employee affiliated with the organization:
  
3. Answer the following questions.
  - a. Does the ClearWay Minnesota Board Member or employee named above have an affiliation with or financial interest in the organization?  
 Yes  No

If yes, describe the circumstances.

- b. Does a relative or family member of the ClearWay Minnesota Board Member or employee named above have an affiliation with or financial interest in the organization?  
 Yes  No

If yes, describe the circumstances.

- c. Does the ClearWay Minnesota Board Member or employee named above or his or her relative or family member have any influence in seeking grants or contracts for the organization or any involvement in managing grants or contracts for the organization?  
 Yes  No

If yes, describe the circumstances.

- d. Are there any circumstances that could create a perception that the ClearWay Minnesota Board Member or employee named above is not able to make a fair, objective and independent decision regarding funding the organization?  
 Yes  No

If yes, describe the circumstances.

**Name:** \_\_\_\_\_ **Date** (*month/day/year*):     /     /

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

**Representing** (*organization's legal name*): \_\_\_\_\_

## Definitions

ClearWay Minnesota Board Members or employees are “**affiliated**” with an organization (and have an “**affiliation**” with an organization) if they or their family members are officers of, directors of, employed by, independent contractors for, or receiving proceeds from a ClearWay Minnesota grant or contract, or have a financial interest in the organization.

A person has a “**financial interest**” if the person has, directly or indirectly, through governance, business or investment:

- a) An existing, foreseeable or recent (within the past year) ownership interest of more than 2 percent in any entity with which ClearWay Minnesota has, or is negotiating, a grant, contract or other arrangement; or
- b) An existing, foreseeable or recent (within the past year) compensation arrangement with ClearWay Minnesota or with any entity or person with which ClearWay Minnesota has, or is negotiating, a grant, contract or other arrangement.