This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [INSERT NAME OF COLLEGE/UNIVERSITY/OFFICE OF THE CHANCELLOR], and [INSERT CONTRACTOR’S LEGAL NAME AND FULL ADDRESS], an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

Recitals

WHEREAS, MnSCU has a contract with the CONTRACTOR (hereinafter “Original Contract”) to provide [INSERT CONTRACTOR’S DUTIES OR A BRIEF DESCRIPTION FROM THE ORIGINAL CONTRACT], and

WHEREAS, MnSCU and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

[INSTRUCTIONS: THE FOLLOWING IS A SAMPLE AMENDMENT. BE SURE TO CLEARLY INDICATE WHAT IS BEING ADDED/DELETED. STRIKE OUT INFORMATION YOU WANT DELETED AND UNDERLINE THE INFORMATION YOU ADD. YOU WILL NEED TO MODIFY THIS FORM FOR YOUR NEEDS. DELETE THIS INSTRUCTION PARAGRAPH FROM YOUR FINAL DOCUMENT.]

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. TERM OF CONTRACT is amended as follows:

This contract amendment shall be effective on [INSERT FULL DATE (e.g., January 29, 2005)] or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 30, 2005)] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract amendment until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU’s authorized representative.
REVISION 2. CONTRACTOR’S DUTIES is amended as follows:

[INSERT CONTRACTOR’S DUTIES FROM ORIGINAL CONTRACT AND AMEND, ADD OR DELETE DELIVERABLES]

REVISION 3. CONSIDERATION AND TERMS OF PAYMENT is amended as follows:

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

1. Compensation of [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars ($50.00) for eighty (80) hours]

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars ($120.00). IF NONE, INSERT “Zero Dollars ($0.00)] provided that CONTRACTOR shall 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 Employee Relations attached hereto. [ATTACH IF APPLICABLE; DO NOT ATTACH IF NOT APPLICABLE] The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MnSCU’s authorized representative.

3. The total obligation of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars ($4,120.00).]

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR’S presentation of invoices for services performed and acceptance of such services by MnSCU’s authorized representative. Invoices shall be presented by CONTRACTOR according to the following schedule:

   [USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]

2. [IF APPLICABLE, INSERT THIS CLAUSE] Payments are to be made from federal funds obtained by MnSCU through Title _____ of the ___________ Act of ___________ (Public law and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by MnSCU to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
**REVISION 4.** AUTHORIZED REPRESENTATIVES is amended to read:

**[DELETE REVISION 4 IF NOT APPLICABLE TO THIS AMENDMENT]**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party’s authorized representative.

A. MnSCU’s authorized representative for the purpose of administration of this contract is:

Name:  
Address:  
Telephone:  
E-Mail:  
Fax:

Such representative shall have final authority for acceptance of the CONTRACTOR’S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR’S authorized representative for the purpose of administration of this contract is:

Name:  
Address:  
Telephone:  
E-Mail:  
Fax:

**REVISION 5.** OTHER PROVISIONS is amended to read:

**[DELETE REVISION 5 IF NOT APPLICABLE TO THIS AMENDMENT]**

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

1. **CONTRACTOR:**
   CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

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2. **VERIFIED AS TO ENCUMBRANCE:**
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

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3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES [INSERT NAME OF COLLEGE/UNIVERSITY/OFFICE OF THE CHANCELLOR]:**

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4. **AS TO FORM AND EXECUTION:**

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