



Natural Resources Trust Grant #: _____

PARTICIPATION AND INDEMNITY AGREEMENT

WHEREAS, the _____ (Sponsored) is seeking financial assistance for _____ described as (Project); and

WHEREAS, the North Dakota Natural Resources Trust (Trust), 1605 E. Capitol Ave., Ste. 101, Bismarck, North Dakota, 58501-2102, wishes to financially assist in the Project.

NOW, THEREFORE, based upon the mutual covenants contained herein, the parties agree as follows:

1. The Trust shall contribute to the Sponsor a total of \$_____ (?? Thousand Dollars) in financial support for the Project. Payments totaling the above sum will be made pursuant to the following schedule:

- The Sponsored agrees to provide a progress report with each invoicing submission, outlining Project costs incurred and Project accomplishments to date. The Trust will make payment for the costs incurred up to the total awarded amount above, if the Project meets the terms, conditions, and criteria of the approved grant agreement.
- Payments are issued at month end, so receipt of the invoice and progress report must be by the 25th of the month in which Sponsored is requesting reimbursement.
- **The Sponsored will provide a final report prior to final payment of the Project.**

2. The Sponsored agrees that the Trust shall not be responsible for, nor have any involvement or liability for the design, implementation, or completion operation, or management of the Project.

3. The parties agree that the Trust is not an agent of the Sponsored nor is it a participant with the Sponsored in the Project except as provided herein.

4. The Sponsored will be responsible for procuring all necessary permits for the Project and it is understood that the Trust shall have no responsibility for any Project permits.

5. The Sponsored shall acknowledge the Trust's financial assistance in the Project through any promotional information or materials it disseminates to explain or promote the Project.

6. The Sponsored agrees to hold harmless, defend and indemnify the Trust from any claims, demands and/or lawsuits that may be made by any person or entity other than the Sponsored action for breach of this contract against the Trust in connection with this agreement. The Sponsored agreement to defend and indemnify the Trust shall include any claims or demands made by such other parties against Trust for payments made pursuant to this agreement. This Indemnity Agreement shall not apply to claims by Sponsored against Trust for payment pursuant to this Agreement.

7. If necessary, the Sponsored agrees to retain all rights to control the property and retain all responsibility for the property, including payment of taxes, insurance, and assessments.

8. The payments to be made by the Trust to the Sponsored under this agreement may not be assigned by the Sponsored without the express written consent of the Trust.

9. The agreement shall be subject to and governed by the laws of the State of North Dakota and this agreement may be amended only in writing and executed by the parties hereto.

10. This agreement is the entire agreement between the parties and shall be binding upon the parties, their agents, heirs and assigns.

11. If any disputes arise between the Sponsored and Trust which cannot be resolved through informal negotiations, the parties shall then proceed to non-binding mediation or another alternative dispute resolution processes to resolve the dispute and utilize all good-faith efforts to resolve the matter. If the dispute still remains unresolved between the parties and litigation is commenced, the matter shall be filed and held in the State District Court in Burleigh County, North Dakota.

12. This agreement shall expire upon the Sponsored receipt of final payment by Trust or December 31, 2020, whichever occurs first. Final payment requests must be submitted prior to the termination date. If necessary a six (6) month extension may be offered to complete the unfinished work and submit payment requests. The extension request must be submitted for review 30 days or more prior to the agreement's expiration. If no extension request is filed and the expiration date passes, the agreement is void and any unreimbursed portion of approved grants will be returned to the Trust. The Trust maintains the right to not make final payments if timeframes are not met.

Dated: _____

Sponsored

Dated: _____

Executive Director
North Dakota Natural Resources Trust