

HUMANITIES COUNCIL

OF WASHINGTON, DC

GRANT CONDITIONS

The grantee agrees to administer the grant in compliance with the following provisions, in addition to any special provisions incorporated in the award of the grant. Grantees should understand that acceptance of an award creates a legal duty on the part of the grantee to use the funds in accordance with the terms of the proposal and the following provisions and conditions:

1. GENERAL GRANT PROVISIONS

A. Non-Profit Status

The grantee certifies that it is a “group” defined as “any state or other public agency, and any non-profit society, organization, institution, association, museum, or establishment in the United States, whether or not incorporated.” It is the responsibility of the grantee to notify the Humanities Council of Washington, DC of any changes in this status.

B. Equal Opportunity

The grantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment.

Acceptance of this agreement signifies full compliance with Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or action receiving funds from the Humanities Council of Washington, DC.

C. Project Reporter

Grantee agrees to designate a specific person to keep a written record of project planning and activities to become the property of the Humanities Council of Washington, DC. This record, as well as being a narrative report of the history of the project, should include printed materials and press releases distributed to publicize the project, any materials used at the project's component meetings or events, news clippings or a record of other media coverage, and audio or video tapes (if any) made of the activity.

HUMANITIES COUNCIL

OF WASHINGTON, DC

D. Notification of Project Activities

The Grantee agrees that the Project Director will notify the HCWDC office of the specific dates of all public project activities and events. Such notification should be made early enough (preferably at least two weeks before the event) to enable a HCWDC representative to attend the scheduled activity.

E. Collection and Use of Information

1. In all publicity and in all productions, exhibits, displays, etc., grantee shall specify that the program is funded or made possible by a grant from the Humanities Council of Washington, DC; in brochures, fliers, and announcements, the Humanities Council of Washington, DC shall be further identified as an affiliate of the National Endowment for the Humanities.
2. In cases where the grantee collects information from the public (as by interview or questionnaire) in connection with research for a project funded through this grant, he may not, without prior approval from HCWDC, represent in any way that the information is being collected by or for a federal agency.
3. The grantee may publish the results of grant activity provided that such publications contain an acknowledgement of the HCWDC grant support and include in an appropriate place, a statement that the findings, conclusions, etc., do not necessarily reflect the view of the Humanities Council of Washington, DC, nor of the National Endowment for the Humanities. At least two copies of any printed publication or products generated by the grant must be furnished to HCWDC.
4. Copyright: The United States Government and the Humanities Council of Washington, DC reserve non-exclusive licenses to use and reproduce for government purposes, without payment, any publishable matter, including copyrighted matter, arising out of grant activities.

F. Indemnification

Grantee shall hold the Humanities Council of Washington, DC harmless and defend and indemnify it against all claims, actions, liability, damage, loss and expense by reason of injury or death to any person or persons or damaged property arising or alleged to have arisen from the acts or omissions of grantee, its employees, agents, and sub-contractors.

HUMANITIES COUNCIL

OF WASHINGTON, DC

G. Modifications

Only the Executive Board of the Humanities Council of Washington, DC is authorized to modify any of the major terms of these conditions, including the scope of performance and the cost limitations herein established. HCWDC shall not be liable for any costs incurred by grantee which are not in conformance with the grant award.

H. Project Income

If approved in advance, the grantee may earn income to support the project through registration or admission fees. Such income must be applied to the cost of the project and must be accounted for and reported to HCWDC. Any project income earned after the grant period, e.g., through the sale of publications, reuse of video tapes and films, etc., must be applied to the purpose of the project with the written approval of the Council or remitted to the Humanities Council of Washington, DC.

I. Regrant Agreement Documents

Along with any stated Special Provisions pertaining to this grant, the proposal and budget submitted by the grantee, as amended, are attached and made a part of this agreement.

J. Termination of Grants

If the Humanities Council of Washington, DC should ascertain that the general provisions or special conditions of the grant award are not being met, it will inform the grantee through the HCWDC Executive Board or Council staff. Continued disregard of such notification and failure to conform to the project as approved or to HCWDC guidelines can result in a termination of the grant and a further demand for restitution of HCWDC funds.

2. FINANCIAL GRANT PROVISIONS

A. Accounting Records

The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds.

The grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit. Any audit

HUMANITIES COUNCIL

OF WASHINGTON, DC

may be made at any time by the Humanities Council of Washington, DC, its designated representatives, or any applicable agency of the United States Government.

The grantee agrees to maintain records to demonstrate that matching contributions are not less than the amount indicated in the approved budget, or any revision thereof which is approved by HCWDC. Grantee further agrees to secure reasonable written proof of the value of "in-kind" contributions to the project.

The grantee will maintain all such records and accounts for this project for a period of not less than five years after acceptance of its final project report, and will forward copies of such records and accounts as required by the final report to the Humanities Council of Washington, DC upon completion of the project.

B. Funds Disbursement and Progress Reports

Small, Planning, or Quick Response Grant award funds will be disbursed in one initial payment at the beginning of the project. These projects are required to submit only one final report due no later than sixty (60) days from the completion of the project.

For a Major Grant project within the range of \$1,501 to \$5,000 the initial payment will be 90% of the grant. The final payment of the remaining 10% will be made only upon submission and approval of the final report.

1. Final Report

All grantees agree to submit a final report, within sixty (60) days of the termination of the grant period. All reporting and evaluation for a grant project must be completed and submitted per the grant conditions prior to any and all requests for additional funding from the HCWDC. Failure to comply with the requirements will disqualify the grantee from receiving future funding from the HCWDC. Refer to the *Instructions for Administering and Reporting Your HCWDC Grant*, available on the HCWDC website, for reporting requirements.

C. Limitations on the Use of Grant Funds

1. Grant funds must be obligated during the grant period. Funds should not be expended until the award agreement has been executed. All funds for small or planning grants, and the entirety of the initial award (90%) for major grants, must be disbursed during the grant period, which shall not exceed one year. For major grants, the remaining 10%, which shall be released by HCWDC upon approval of a completed final report, must be disbursed by the grantee towards obligations outstanding within 30 days of the official grant termination date.

HUMANITIES COUNCIL

OF WASHINGTON, DC

2. Grant funds may be expended only for project purposes and activities as set forth in the budget and proposal originally approved by the Humanities Council of Washington, DC, or as subsequently amended in writing and approved by HCWDC.

HUMANITIES COUNCIL

OF WASHINGTON, DC

Proposed amendments must be submitted by the grantee's project director for written approval. Significant changes requiring such action include:

- a. Changes of project scope, purpose of activities.
 - b. Changes in the project director or other key professional personnel identified in the approved application.
 - c. Changes in the project budget that introduce or eliminate types or categories of expenditures .
 - d. Changes in duration of the grant period. (Such changes must be required at least 30 days prior to the termination of the grant period.)
 - e. Decreases in the level of matching contributions which exceed 10% in any category.
3. No funds from this grant will be used to pay indirect costs commonly referred to as overhead unless specifically authorized by HCWDC in the approved budget.
4. No funds from this grant will be used to purchase permanent equipment unless specifically authorized by HCWDC in the approved budget.

Title to equipment purchased with grant funds will be vested in the grantee organization subject to the condition that the grantee continue to use the equipment for approved activities in the humanities and subject to HCWDC's right to request title and possession within 120 days of the end of the grant period.

5. No funds from this grant will be used to pay the costs of any alcoholic beverages, entertainment, social activities, coffee and other refreshments, or any related activities.
6. No funds from this grant will be used to pay the costs of any meals aside from the necessary travel expenses of program personnel reimbursed under an official travel policy.
7. Necessary travel expenses will be allowed at a rate not to exceed 50 cents per mile for privately owned automobiles and reimbursement for actual expenses other than mileage. Such expenses must be reasonable and may be disallowed if excessive. If necessary, air travel will be allowed, but must be at economy or coach rates, if available.

HUMANITIES COUNCIL

OF WASHINGTON, DC

8. Any portion of grant funds to be used for the duplication of one thousand or more copies of materials or for any printing costs must be specifically authorized in your award budget.

9. Funds remaining uncommitted at termination of the grant period must be returned with the final financial report by check payable to the Humanities Council of Washington, DC.

MEDIA GRANT SPECIAL PROVISIONS

1. The Humanities Council of Washington, DC reserves unlimited non-exclusive licenses to use and reproduce for non-commercial purposes, without payment, any matter, including copyrighted matter, deriving from activities funded by this grant, including the use of these materials for television broadcast in HCWDC television programming.
2. The Council reserves the right to require the grantees to provide from the budget of this grant two prints of the media product for the Council to use in furthering HCWDC programming. No part of the media product may be used in the advertising of commercial products or for advocacy of a partisan, political, or religious purpose.
3. All media products must contain an acknowledgement of Council support and include a disclaimer that the statements, conclusions, and views presented in the film, tape, or other media product do not necessarily represent the views of HCWDC.
4. Half of net revenues realized from the sale or use of materials developed under this grant will be paid to HCWDC until the HCWDC has been repaid an amount equal to the federal share of the program. In cases where other state humanities councils have awarded additional grant funds for the media product, HCWDC will take a prorated share of the net proceeds.
5. The grantee is not and shall not hold itself out as an agent or representative of the HCWDC and shall take no steps to obligate the HCWDC to any other party. The grantee may not assign any of its rights or obligations hereunder.
6. In accepting this grant, the grantee agrees to indemnify and hold the HCWDC harmless from and against any claims, demands, actions, liabilities, losses, and expenses arising out of or in connection with grantees.
 - A. Violation of Title VI of the Civil Rights Act of 1964 or other applicable equal opportunity laws or regulations;
 - B. Assumption of any debts or obligations toward third parties;

HUMANITIES COUNCIL

OF WASHINGTON, DC

- C. Infringements of any copyrights or the invasion of privacy or the defaming of any person or any obscene or other unlawful matter contained in and related to the project;
- D. Acts or omissions resulting in injury or death to any person or persons or damage to any property arising out of or related to the project.