

MAJOR GRANT AGREEMENT: Terms and Conditions

Keep this document for your records.

1. The Grant

This agreement sets forth the terms and conditions of the Council's award to the Grantee.

2. The Project

The Grantee shall carry out the project as set forth in the proposal, during the grant period and within the budget, all as previously approved by the Council. Any change in the scope, purpose, or activities of the project, the project director, fiscal agent or other personnel specifically named in the proposal, or the duration of the grant period, requires the prior written approval of Council staff. Any changes in the budget shall be governed by paragraph 6 below.

3. Representations and Warranties

The Grantee represents and warrants that it is and shall remain throughout the grant period a tax-exempt group, society, organization, institution, association, establishment or other entity or a state or other public agency. Upon request of the Council, the Grantee shall provide the Council with documentation of its tax exempt and/or not-for-profit status. The Grantee further represents and warrants that it has the authority to enter into this agreement and perform pursuant to its terms, and that the individuals signing on its behalf, both the project director and the fiscal agent, have full authority to bind the Grantee. The Grantee further represents and warrants that the cost-sharing contributions, both cash and "in-kind," included in the budget are accurately calculated and complete, and that none of them constitutes funds received from the National Endowment for the Humanities.

4. Financial Records

The Grantee shall appoint a fiscal agent who is experienced and knowledgeable in generally accepted accounting principles and who shall be responsible for receiving payments and accounting for all grant funds in accordance with the budget and all of the terms hereof. Records and accounts of grant funds and cost-sharing contributions shall be maintained in accordance with generally accepted accounting principles and shall be available for inspection by the Council, its designated representatives or any applicable agency of the United States Government during business hours throughout the period of the grant and for three years after completion of the project or termination of the grant, whichever last occurs. The books, records, and accounts shall be kept during such periods at the office of the project director or fiscal agent at the address designated on the proposal. The Grantee shall advise the Council in writing of any change in such addresses or location of the grant records.

In accordance with the Office of Management and Budget Circular A-133, the Council is required to inform you that (a) federal funds are being awarded under a program that is identified as 45.129 in the Catalogue of Federal Domestic Assistance, (b) the award is subject to the audit requirements of OMB Circular A-133, and (c) a copy of the audit report must be sent to the Council within 30 days after the completion of the audit.

5. Financial and Progress Reports

The Grantee may submit the optional Interim Financial Report at any point during the project's grant period. It can include an account of expenditures spent to date and/or future expenditures that will be spent during the grant period. Interim reports may request up to 90 percent of the total grant award (10 percent is released upon the receipt of the final reporting.)

The Grantee is required to submit a Major Grant Final Report (see paragraph 9) signed by the project director and the fiscal agent, on forms provided by the Council, in accordance with the schedule set forth in paragraph 1 above. The Major Grant Final Report, with a complete accounting of income and expenditures for the project, including cost-sharing contributions, shall be submitted to the Council not more than thirty (30) days after the project end date. The Council reserves the right to withhold grant funds pending receipt of the final financial report.

6. Budget Adjustments

The Council's obligation to fund the project is absolutely limited to the amount of the grant set forth in paragraph 1 above. Adjustments among allocated and budgeted expenditures or cost-sharing contributions which exceed 50 percent of any one affected category listed in the approved budget require the written approval of Council staff. The Grantee shall explain all changes in the allocation of budgeted expenditures or cost-sharing contributions in writing with the final financial report, if applicable.

7. Limitations of the Use of Grant Funds

The Grantee acknowledges familiarity with and understanding of the following limitations on the use of grant funds and shall abide by them in all respects:

A. Grant funds may be obligated only during the period of the Grant set forth in paragraph 1 above. All outstanding obligations are to be liquidated within thirty (30) days of the project end date and any grant funds not used for budget expenses upon completion of the project or within thirty (30) days thereafter shall be returned to the Council with the financial report.

B. Unless specifically included on the approved budget, no grant funds may be used to pay: (1) indirect expenses commonly referred to as "overhead;" (2) the costs of alcoholic beverages, entertainment, social activities or meals; (3) for the purchase of equipment, furnishings or other than consumable supplies (the Council reserves the right to assert and obtain ownership and possession of such approved purchases to the extent they are not fully consumed upon the conclusion of the project.

C. Travel reimbursements shall not exceed economy class fare, or the equivalent; mileage and per diem reimbursements shall be governed by the Council guidelines in effect from time to time and available upon request from the Council.

D. Grant funds may not be used to carry on propaganda or otherwise attempt to influence legislation or to participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

8. Income

A. Any income deriving from any aspect of project activity during the grant period shall be reported on the final reporting. No admittance or other fees shall be charged to any participant in any activities conducted under this grant, except as specifically included in the grant application.

B. Any interest earned on grant funds shall be reported on the final financial report and shall be remitted to the Council within thirty (30) days of the completion or termination of the project.

C. The Grantee agrees to supply annual reports documenting the income from any product of the activities funded by this grant. The report will be accompanied by payment equal to 25 percent of the net profits of any sale or commercial distribution of the products of grant activity until the full amount of the Council grant shall have been repaid.

9. Evaluation

The Grantee is required to submit all Major Grant Final Report within thirty (30) days of the project end date. The Council reserves the right to withhold the final payment of grant funds pending receipt of the completed Major Grant Final Reporting.

10. Publicity and Publications

All publicity for or of the project and all publications or other dissemination resulting from or relating to grant activity, including any results thereof, whenever made, published or otherwise disseminated and in any form shall include the statement that the activity was "funded by" or "supported by a grant from" the New York Council for the Humanities. Additionally, all materials published or resulting from grant activities, that contain a thesis, shall also include the following NEH disclaimer: Any views, findings, conclusions or recommendations expressed in this (publication)(program)(exhibition)(website) do not necessarily represent those of the National Endowment for the Humanities." The Grantee shall supply the Council with at least one copy of all such printed materials, including publicity materials, and at least one copy of any film, tape, or other result of grant activity without charge. The Grantee shall also advise the Council in advance of all public activities without charge. It is further agreed that the Council and the United States Government reserve unlimited non-exclusive licenses to use and reproduce for non-commercial purposes without payment, any matter, including copyrighted matter, deriving from activities funded by the grant.

11. Indemnification

The Grantee hereby agrees to indemnify and hold the Council harmless from and against any claims, demands, actions, liabilities, losses and expenses arising out of or in connection with Grantee's:

A. Breach of any representations and warranties set forth above;

B. Violation of the title VI of the Civil Rights Act of 1964 or other applicable equal opportunity laws or regulations;

C. Assumption of any debts or obligations toward third parties;

D. Infringements of any copyrights, or invasion of privacy or defamation of any person, or publication or distribution of any obscene or other unlawful matter contained in and related to the project.

12. Termination

After termination, the Council shall have no further obligation to the Grantee. Neither termination by the Council nor completion of the project shall constitute a waiver of any of the grantee's warranties, covenants or obligations herein, with the sole exception of the Grantee's obligation to complete the project.

13. Relationship the Parties: No Assignment:

The Grantee is not and shall not hold itself out as an agent or representative of the Council and shall take no steps to obligate or to appear to obligate the Council or any other party. The Grantee may not assign any of its rights or obligations hereunder.

14. Applicable Law

