



AWARD AGREEMENT

DATE: "Award Date"
GRANT #: "Grant Number"
NEH AWARD#: SO50631-41

Between the West Virginia Humanities Council and "**Sponsoring Organization**" for the "**Project Title**," described in the Grantee's proposal to the Council dated "**Grant Deadline**." The grant period will extend from "**Grant Award Date**" through "**Grant End Date**."

1. THE GRANT: In consideration of the mutual agreements set out below, the Council and the Grantee hereby agree that the Council will fund, and the Grantee will accept, a grant in the amount of "**Grant Dollar Award**." The Grantee agrees to share in the cost of the project, providing cash and/or goods or services in the amount of "**Total Amount of Matching Funds**." Total project cost is "**Total Cost of Project**." The Council's obligation to fund the project will be expressly contingent upon the Grantee's providing said cost-share. If checks are not redeemed within a six (6) month period, these funds revert to the Council and remain the property of the Council.

The Grantee agrees to administer the grant in accordance with West Virginia Humanities Council Grant Guidelines, which are incorporated by reference herein. The Grantee further agrees to administer the grant in accordance with the following provisions and with any special conditions attached to this Agreement.

2. THE PROJECT: The Grantee will 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.

3. REPRESENTATIONS: The Grantee represents that it is, and shall remain throughout the grant period, a non-profit 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 documentation of its tax exempt and/or not-for-profit status. The Grantee further represents that it has the authority to enter into this agreement and perform pursuant to its terms, and that the individuals signing on its behalf have the full authority to bind the Grantee. The Grantee further represents that the cost-share contributions, both cash and in-kind included in the budget, are accurately calculated and that none of them constitutes funds, facilities, or labor provided by the National Endowment for the Humanities.

4. **FINANCIAL RECORD:** The Grantee shall appoint a fiscal officer who is experienced and knowledgeable in generally accepted accounting principles and who shall be responsible for receiving, expending, and accounting for all funds in accordance with the budget and all of the terms hereof.

Records and accounts of grant funds and cost-share contributions shall be maintained in accordance with generally accepted accounting principles for both nonprofit organizations and institutions of higher education 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 the completion of the project or termination of the grant, whichever last occurs.

The books, records, and accounts shall be kept at the address designated on the proposal. The Grantee shall advise the Council of any change of such address or location of the grant records. At its option, the Grantee may forward such records and accounts to the Council upon completion of the project. Records and accounts must be forwarded to the Council immediately in the event that the sponsoring organization is dissolved prior to the end of the retention period.

The Grantee agrees to maintain separate books, which will explain the transactions and document the disbursements made on behalf of the project. Disbursements should be supported by original invoices, sales slips, cash register tapes, time sheets, etc., as well as by checks or vouchers. These items of supporting evidence shall be retained by the Grantee as part of the accounting records.

5. **REPORTS:** The Grantee shall submit narrative and financial reports in a timely manner as indicated on the project's Schedule of Payments form.

After an initial payment to the project, periodic financial reports must be filed on forms provided by the Council in order that subsequent payments be received. Additional reports may be required at the Council's discretion, and must be submitted within thirty (30) days of a request from the Council.

6. **FINAL REPORTS:** The Grantee agrees to submit

- a. A descriptive report stating the accomplishments of the project and evaluating its effectiveness, and
- b. A final financial report on the grant project including a statement of income and expense and an accounting of cost-shares using forms and guidelines provided by the Council within sixty (60) days following the termination of the grant period.

7. **CONTRACT AMENDMENTS:** Proposed amendments to the grant Contract **must be submitted in writing** by the Grantee's project director to the Executive Director of the Council. Within the sole discretion of the Council, such proposed amendments may be approved or rejected by the Council and no such proposed amendments shall be effective unless approved in writing by the Council.

Proposed amendments requiring written approval shall include, but not be limited to:

- a. Changes of project scope, purpose, or activities;

- b. Changes in the project budget that exceed 10% of the total grant budget, or which introduce or eliminate types or categories of expenditures, or any increase in salary or honoraria;
- c. Changes in the project director, fiscal officer or other key professional personnel identified in salary or honoraria;
- d. Changes in the duration of the grant period;
- e. Decreases in the level of cost-share that exceeds 10%.

8. **LIMITATION OF THE USE OF GRANT FUNDS:** The Grantee acknowledges familiarity with the 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 as set forth above or amended by the Council in writing. Costs incurred before the beginning of the grant period will not be allowed except as cost-share.

b. Only those costs set forth in the project budget, as approved by the Council or amended in writing, may be charged to this grant.

c. No funds from this grant may be used to:

- Pay indirect costs, commonly referred to as overhead;
- Pay for work towards an academic degree;
- Pay the cost of food (other than while traveling), entertainment, liquor, amusement, social activities or any items relating thereto;
- Pay for building construction supplies
- Purchase major equipment

d. Necessary travel expenses will be allowed as approved in the budget at a rate not to exceed established Council rates as approved in accordance with OMB A-110, A-122, and A-133. For higher education institutions, travel expenses will be allowed as approved in accordance with OMB Circular A-21, Subsection j (53).

e. Any cost reimbursement by the Council that is disallowed by audit shall be refunded to the Council.

9. **INCOME:**

a. The Grantee may earn income to support the project through modest registration or admission fees approved in advance by the Council. Such income must be applied to the cost of the project and must be accounted for and reported to the Council.

b. Any interest that may accrue as a result of the deposit of grant funds must be returned in full with the final financial report by separate check payable to the Council.

10. **PUBLICITY AND PUBLICATION:** All publicity, mailings, radio and TV productions, exhibits, etc., resulting from or relating to grant activity shall bear the Council logo and contain the following statement:

This project is being presented with financial assistance from the West Virginia Humanities Council, a state affiliate of the National Endowment for the Humanities. Any views, findings, conclusions or recommendations do not necessarily represent those of the West Virginia Humanities Council or the National Endowment for the Humanities.

Publication grant recipients

The following acknowledgement is the standard form upon publication of the manuscript:

This book has been made possible through a grant from the West Virginia Humanities Council, a state affiliate of the National Endowment for the Humanities.

This acknowledgement should be placed in the following locations:

1. The title page
2. Book jacket or paperback cover. The WVHC logo should also be included in this location.

The Grantee shall supply the Council with at least three (3) copies of such printed or audiovisual materials, and shall advise the Council in advance of all public activities during the grant period and allow Council representatives admittance to all grant activities without charge.

The Council and the United States Government reserve a non-exclusive license to use and reproduce for Council and/or government purposes, without payment, any publishable matter, tape, or film, including copyrighted matter arising out of the activities of the grant. Three copies of each film, tape, or slide presentation shall be furnished to the Council for its use.

11. REPRESENTATION: The Grantee hereby represents to the Council that it will exercise full diligence to protect against:

- a. Breach of any representations set forth above;
- b. Violation of Title VI of the Civil Rights Act of 1964 or other applicable equal opportunity laws or regulations;
- c. Assumption of any debts or obligations towards third parties;
- d. Infringements of any copyrights or the invasion of privacy or defaming of any person or any obscene or other unlawful matter contained in and related to the project;
- e. 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.

12. TERMINATION: Should the Grantee violate any of the terms and conditions of the agreement, then, within the sole discretion of the Council, this agreement may be terminated by the Council upon ten (10) days written notice of such termination from the Council to the Grantee. Within sixty (60) days of receipt of such notice by the Grantee, the Grantee shall provide the Council with a complete and fully itemized accounting of all receipts, disbursement, and outstanding commitments of funds. After reviewing said accounting, the Council shall notify in writing the Grantee of any funds due from the Grantee to the Council, and within thirty (30) days of receipt by the Grantee of such notice of funds due, the Grantee shall remit said funds to the Council. After termination, the Council shall have no further obligation to the Grantee. Neither termination by the Council nor completion of the project shall constitute waiver of any of the Grantee's representations, covenants or obligations herein, with the sole exception of the Grantee's obligation to complete the project.

13. CONTRACT ASSIGNMENT AND CONSTRUCTION: 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 to any other party. This Contract, and any of the rights, privileges, and duties hereunder may be assigned, transferred, or conveyed by the Grantee only upon the express written consent of the Council.

The Contract represents the formal binding agreement between the Council and the Grantee, and this Contract supersedes all prior Contracts and all prior oral negotiations and understanding. This Contract is executed pursuant to the laws of the State of West Virginia.

14. **AVAILABILITY OF FUNDS:** All Council grants are contingent on the continued availability of Federal funds. Payment will be made within 30 days.

15. **SPECIAL CONDITIONS:** Federal funds are being awarded under a program of the National Endowment for the Humanities that is identified as 45.129 in the Catalogue of Federal Domestic Assistance and the award is subject to the audit requirements of OMB Circular A-133. If you are required to have a single audit in accordance with these and Federal guidelines, you must submit a copy of the audit to the Council.

16. **SIGNATURES:** The signatures below constitute acceptance of the terms and conditions of this document by the West Virginia Humanities Council and the Grantee:

THE WEST VIRGINIA HUMANITIES COUNCIL

BY: _____
Council's Chief Executive Officer

BY: _____
Grantee (Project Director)

BY: _____
Grantee's Authorized Agent (CEO of Sponsoring Org.)

Sponsoring Organization's FEIN #

Sponsoring Organization's DUNS number

