WEST VIRGINIA HUMANITIES COUNCIL

AWARD AGREEMENT

DATE: [award date]
GRANT #: [grant number]
NEH AWARD#: SO-309167-26

Between the West Virginia Humanities Council and [Sponsoring Organization] for the project "[project title]," described in the Grantee's proposal to the Council dated [Grant Deadline]. The grant period will extend from [award date] through [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, or return the funds to the Council upon written notification.

Grantees must comply with federal requirements as outlined in "General Terms and Conditions for General Support Grants to State Humanities Councils," www.neh.gov/grants/manage/general-terms-and-conditions-general-support-grants-state-humanities-councils, all appendices, and related documents as mentioned therein as applicable to subrecipients, sometimes referred to as regrantees.

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. Any proposed revisions or changes to the project must be submitted in writing and approved by the Council as outlined in Section 7, "Contract Amendments."

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.

The Grantee must have a Unique Entity Identifier obtained through the System for Award Management (SAM.gov).

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. 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 that 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. Grant awards over $2,000 require interim and final reports, while others require only final reports.

Initial payments to the project, in an amount specified on the Schedule of Payments form, are considered an advance, and must be expended and matched before additional payments are made. The final 10% is reimbursed.

For each reporting deadline as specified in the Schedule of Payments, the Grantee agrees to submit:

a. A descriptive report stating the accomplishments of the project and evaluating its effectiveness, and
b. A financial report on the grant project including a statement of income and expense and an accounting of any cost-shares using forms and guidelines provided by the Council. The financial report must include backup (receipts, invoices, etc.) for grant expenditures.

The Council will provide a template and guidelines for each report.

Non-compliance with reporting requirements may result in delay of payments on other grants awarded to the same organization, and/or ineligibility to apply for new grants.

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. LIABILITY: The Council cannot assume any liability for accidents, illnesses or claims arising out of any work supported by a grant or for unauthorized use of patented or copyrighted materials. The recipient is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.

Grantee will be responsible for any and all claims, demands, judgments, liabilities, losses, damages, costs, expenses or other amounts resulting from such claims solely to the extent attributable to any negligent or wrongful act or omission or willful malfeasance of the Grantee.

7. CONTRACT AMENDMENTS: Proposed amendments to the grant Contract must be submitted in writing by the Grantees project director to the Executive Director or Grants Administrator 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 in-kind cost-share expended within 90 days prior to the grant award date.
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 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;
    - Promote a particular political, religious, or ideological point of view;
    - Advocate for a particular program of social or political action;
    - Support specific public policies or legislation;
    - Lobby;
    - Purchase land or facilities, construction, or renovation; or,
    - Pay for projects that fall outside of the humanities.
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: 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.

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.

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

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

This acknowledgement should be placed on the title page and on the book jacket or paperback cover. The Council 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 including copyrighted matter arising out of the activities of the grant.

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. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES: The Grantee (other than an individual who submits an application to the West Virginia Humanities Council) certifies that it will comply with the following nondiscrimination statutes and their implementing regulations:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance;
b. Section 504 of the Rehabilitation act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance;
c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance;
d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statue; and

e. The Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. 12101-12213) prohibits discrimination on the basis of disability in employment (Title 1), State, and local government services (Title II), and places of public accommodation and commercial facilities (Title III).

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—Lower Tier Covered Transactions (45 CFR 1169):

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

16. CERTIFICATION REGARDING EXECUTIVE ORDERS: The Grantee must comply with all applicable Executive Orders for the duration of the period of performance of the award as outlined here: https://www.neh.gov/compliance-executive-orders

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

18. 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.

19. SIGNATURES:

The signature below constitutes acceptance of the terms and conditions of this document by the West Virginia Humanities Council:

BY: _____
West Virginia Humanities Council, Chief Executive Officer

The signatures below constitute acceptance of the terms and conditions of this document by the Grantee:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. By signing and submitting this document, the authorizing official of the applicant institution is providing the applicable certification regarding debarment and suspension and compliance with the nondiscrimination statutes.

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

BY: _____
Grantee (Project Director)

_____
Sponsoring Organization's FEIN#

_____

Sponsoring Organization’s UEI#