

UTAH HUMANITIES & UTAH DIVISION OF STATE HISTORY ORAL HISTORY GRANT AGREEMENT

XXX (hereinafter called Grantee) hereby signifies its acceptance of a project grant from Utah Humanities and Utah Division of State History (hereinafter called UH/UDSH or Grantor) in the amount of **\$2,000**, for oral history project **#XXX, XXX**. The Grantee agrees to provide cash and/or in-kind matching funds up to or exceeding the amount of **\$XXX**. The total project budget will equal **\$XXX** and the grant period will be, **XXX – XXX**. The Grantee and the Project Director, **XXX**, agree to administer the grant in compliance with the following provisions:

I. Definitions

- A. **Fiscal Officer**: A representative of the Grantee responsible for reviewing and satisfying accounting records and financial records.
- B. **Grantee**: Organization receiving an oral history grant from UH/UDSH.
- C. **Product**: Any materials produced in conjunction with, or based on information derived from, the oral history grant, including but not limited to recordings, transcriptions, publications, exhibits, websites, films and other media.
- D. **Project Director**: A representative of the Grantee responsible for satisfying conditions of the grant agreement.
- E. **Recording**: Complete audio copy of the oral history proceedings
- F. **Repository**: The receiving institution of recordings, transcriptions, and other materials, produced in relation to the oral history grant. The “primary” repository is that institution designated as the principal caretaker of these materials.
- G. **Transcription**: Faithful one-to-one transmission of the recording, according to professional standards.
- H. **Matching Funds**: Grant funds must be matched dollar for dollar. Matching funds may consist of a combination of in-kind and cash contributions. Cash Match: the sponsoring organization’s cash expenditures. In-Kind Match: contributions to the project that are not paid for with cash, but are donated with an estimated value.

II. General Provisions

- A. **Scope of Project**: The proposal submitted by the Grantee is part of this agreement. Grantee will use UH/UDSH funds only to conduct the project described in the proposal, and **will abide by any conditions imposed by UH/UDSH (see sections VI and VII on page 6)**.
- B. **Nonprofit status**: Grants may only be made to nonprofit organizations, educational institutions, and government agencies. The Grantee shall notify UH/UDSH within three days of any changes from such nonprofit status. In the event a grant award is made to an organization subsequently determined to be ineligible for a grant, the award will be terminated, and the Grantee agrees to repay to UH/UDSH all funds received from the improper award.
- C. **Reports**: All correspondence and reports, identified with the appropriate project number (see

agreement's first paragraph), should be sent to: **UTAH HUMANITIES, ATTN: ORAL HISTORY, 202 W 300 N, SLC UT 84103-1108.** Reports must not be sent to the UDSH.

- D. Requirement of UH/UDSH credit: Publicity, printed materials, websites, publications, films, transcriptions, exhibits, displays, and advertisements created in the course of a project funded by UH/UDSH should display both the UH and UDSH logos and must include one of the following statements: **"This program has received funding from Utah Humanities and Utah Division of State History."** Language for the credit line may be modified with Grantor's advance approval.
- UH and UDSH must not be listed as "sponsors." Instead, language should make it clear that UH and UDSH are funding sources.
- E. Disclaimer: Printed materials produced as a result of a UH/UDSH grant (e.g., published articles, websites, transcriptions, films, and exhibits) must also include the following: "Any views, findings, conclusions, or recommendations expressed in this [insert the appropriate product such as publication, program, exhibition, website] do not necessarily represent those of the National Endowment for the Humanities, Utah Humanities, or Utah Division of State History."
- F. Anti-discrimination provisions: All Grantees and programs must conform to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. These Acts state that no otherwise qualified person shall, on the grounds of race, color, national origin, disability, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- G. Debarment and suspension: Grantees must comply with federal debarment and suspension statutes, and must notify UH of any change of status.
- H. Access to documents: The Grantee and Grantor shall provide public access to all official documents relating to the activities of the Grantee and Grantor.
- I. Termination: **The Grantee's failure to comply promptly with any provisions of this agreement's provisions will be sufficient cause to terminate it.** Termination will be effective when the Grantee receives UH/UDSH's written notice. However, Grantor is not precluded from exercising other contractual remedies.
- J. Required Products of UH/UDSH Oral History Grant Projects: The Grantee shall submit the following as a package in order to complete this grant. All materials listed here should be sent, along with final reports, to: **UTAH HUMANITIES, ATTN: ORAL HISTORY, 202 W 300 N, SLC, UT 84103-1108.**
- Required reporting paperwork sent as part of the grant award packet
 - Completed Product Checklist
 - Brief statement explaining the context and significance of the interviews and subject material
 - Tapes, CDs, or DVDs of all oral history interviews done as part of the funded project
 - CD with all transcriptions in .pdf (if possible) or Microsoft Word (doc or docx) format
 - Permission/release forms for each person interviewed
 - Transcribed hard copies of each interview, conforming to professional transcription standards as outlined by the National Oral History Association (may not be synopses of interviews)
 - Photograph(s), if available, and brief biographical sketch of interviewer and interviewee(s)
 - Deeds of gift granting UH/UDSH the rights to make the recordings and transcriptions available to the public for such educational and research purposes that are in accordance with the policies and procedures of Utah Division of State History.
- K. Digital Requirements: Submitted photos and Word/.pdf files must adhere to UDSH digital standards:
- Digital photographs, if provided, must be .tiff or .jpeg format and be a minimum of 600 dpi
 - USB flash drives or cloud delivery is preferred, but CDs and DVDs are acceptable
 - Digital files must be organized and be in an accepted format

- Digital materials that require proprietary software for access may not be accepted
- Photos of individuals, places and/or locations, and dates must be described and identified
- Descriptive and identifying information should be provided as a .pdf or Word file.

- L.** Public Program Requirement: The Grantee must also host at least one public program that showcases the stories collected as part of an Oral History Grant and allows for public discussion about those stories. One way to do this might be to organize an "oral history night" in your community that brings together all or some of the people who contributed their stories to your project and members of the wider public. Other formats may also work, as long as they allow the public to hear and discuss the product of your oral history project. The public program(s) must be reported on in the grant final report.
- M.** Orientation: The Grantee agrees to contact Jedediah Rogers at UDSH (801-245-7209) to coordinate an orientation workshop for completing the awarded grant.
- N.** Evaluation: Grantee agrees to distribute an audience evaluation form that measures outcomes at each public event or program funded, wholly or in part, by UH/UDSH. Grantee also agrees to collect the completed audience evaluations and mail them (or a summary of them) to UH with final report paperwork (Utah Humanities, 202 West 300 North, Salt Lake City, UT 84103).
- O.** Research Misconduct: Fabrication, falsification, or plagiarism (which includes improper attribution) in proposing, performing, or reviewing research or in reporting research results is strictly prohibited and grounds for grant cancellation.

III. Accounting and Audit Requirements

A. Cost Principles

The allowability of costs and cost allocation methods shall be determined by:

- OMB Circular A-21 for awards to public and private organizations of higher education,
- OMB Circular A-122 for awards to nonprofit organizations that are not institutions of higher education, and
- OMB Circular A-87 for awards to state, local, and federally recognized Indian tribal governments.

B. Income

1. Programs supported by UH/UDSH must be open to the public without charge unless approved otherwise by UH/UDSH.

2. Project income such as meal charges or material fees must be applied to the cost of the project and accounted for as matching funds in final financial reports. Such fees must be approved by UH/UDSH as part of the grant proposal.

C. Expenditures

1. **Only costs in those expense categories set forth in the project budget as approved by UH/UDSH may be charged to this grant.**

2. Federal law prohibits the use of grant and cost-sharing funds for certain electioneering activities, financial support of political entities, attempts to influence federal or state legislation either directly or through grass-roots lobbying, and some legislative liaison activities.

3. No funds from this grant may be used to pay institutional indirect costs or overhead. Indirect costs are defined as the costs of the facilities and services available to the university, institutional, or sponsor community, including support services such as departmental administration, purchasing, payroll, janitorial service, library costs, depreciation, light, heat, etc.

4. No funds from this grant may be used to pay costs of alcoholic beverages.
5. No funds from this grant may be used to pay costs of food, entertainment, amusement, or social activities, unless such expenditures have been approved by UH/UDSH as part of the grant application.
6. Necessary travel expenses will be allowed at a rate not to exceed the IRS standard deduction rate of \$.40 per mile for privately owned automobiles or at economy or coach rates for air travel.
7. Hotel rates must not exceed \$80 per day from grant funds, and charges against grant funds are limited to the actual cost. Meals can be reimbursed using a per diem allowance of \$30.00 per day, or at the rate of up to \$6.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner.
8. The Grantee assumes all responsibility for making social security contributions, reporting wages and fees to the appropriate state and federal authorities, withholding employee income and social security taxes, and obtaining unemployment insurance and worker's compensation coverage for those employees paid for participation in any UH/UDSH project. These expenses and employee benefits shall not be paid using UH/UDSH grant funds.
9. Grant funds must be obligated during the grant period for goods and/or services utilized within the grant period. Obligations outstanding as of the official termination date must be liquidated within thirty (30) days thereafter.
10. Funds uncommitted at the termination of the grant period shall be returned to UH/UDSH with the final financial report.
11. Any cost reimbursed to the Grantee subsequently found to be disallowable under audit shall be promptly refunded to UH/UDSH.
12. Grantee agrees to submit in writing requests for all changes in the scope or objectives of a project, the project director, or the duration of the project. The Grantee must also submit in writing requests to subcontract or transfer substantive project work.
13. Grantee agrees to seek approval for budget changes that involve the addition or deletion of budget items, the inclusion of costs that were specifically disallowed by the terms of the grant award, or the transfer of funds that were budgeted for direct costs to absorb increases in indirect costs or indirect cost-type items.

D. Accounting Records and Financial Reports

1. The Grantee shall establish a separate banking account, separate computer account number, or other means of segregating project funds and records for the purposes and duration of each UH/UDSH grant project.
2. The Project Director and the Fiscal Officer must not be the same person.
3. The Grantee agrees to request grant funds on a UH/UDSH Cash Request Form. Grantees are permitted to submit payment requests whenever they need grant funds, and are permitted to draw down up to 90% of the grant award as an advance. Ten percent of each grant will be withheld by UH/UDSH until complete final reports have been submitted. Payment of the documented portion of the 10% withheld will be made promptly once the required reports are received.
4. The Grantee shall maintain records that adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures, and income.
5. UH/UDSH does not require the submission of regular performance or financial reports. Grantee

agrees to submit to UH/UDSH a completed Final Report Form within ninety (90) days of the termination of the grant period.

6. The Grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by UH, UDSH, their designated representative, or any applicable agency of the Utah or United States government.

7. The Grantee shall maintain records of matching contributions, including reasonable justification of the value of in-kind contributions to this project.

8. The Grantee shall retain financial records, supporting documentation, statistical records, and other records pertinent to the grant for no less than seven (7) years following the submission of the final financial report, or, at its option, the Grantee may forward such records and accounts to UH with the final project report.

IV. Copyright and Use of Information

- A. Ownership and copyright of the oral history transcripts shall be vested in the Grantee or producers, as established among the interested parties. UH and UDSH are to be informed as to the terms of any such arrangement. **Copies of transcribed oral histories produced under the auspices of this grant shall be deposited in the Grantee's local community at an appropriate facility open to the public (such as a museum or public library). Digital copies of transcribed oral histories produced under the auspices of this grant shall be submitted to UH with final report. If UDSH is not the primary repository, UDSH still retains license to obtain a copy for its research library.**
- B. The National Endowment for the Humanities (NEH), UH, and UDSH reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any products, including excerpting and editing copyrighted materials for print or online publication, arising out of UH/UDSH grant activities. This use of copyrighted materials is not intended to interfere with or disadvantage Grantee in the sale or distribution of its product. All such property is subject to a Freedom of Information Act (FOIA) or government Records Access Management Act (GRAMA) request for research data.
- C. The Grantee may reproduce of its own volition the results of grant activity, provided such publications, films, products, etc., **acknowledge UH/UDSH support** and, if applicable, include the disclaimer statement described in Section II.(E) of this agreement.
- D. Information collected by the Grantee for the project through interviews or questionnaires may not be represented as information collected for or by a federal agency.

V. Amendments to the Agreement

Proposed amendments must have written approval from UH/UDSH prior to initiation of those changes. Elements requiring written approval for changes include:

1. program content, format, or schedule
2. key project personnel
3. project beginning and ending dates
4. budget changes that involve the addition or deletion of budget items or the inclusion of costs that were specifically disallowed by the terms of the grant award

VI. Recommendations: none

VII. Conditions: none

VIII. Signatures

GRANTOR: Utah Humanities and Utah Division of State History

UH EXECUTIVE DIRECTOR: CYNTHIA BUCKINGHAM

UH EXECUTIVE DIRECTOR'S SIGNATURE: _____ **Date**

UDSH DIRECTOR: P. Bradford Westwood

UDSH DIRECTOR'S SIGNATURE: _____ **Date**

I have read the above recommendations and/or conditions and agree to abide by them. I understand that if the above conditions are not met, UH may, at its discretion, cancel the grant. I also agree to abide by the provisions of this grant agreement.

GRANTEE:

PROJECT NUMBER:

PROJECT TITLE:

PROJECT DIRECTOR:

PROJECT DIRECTOR'S SIGNATURE: _____ **Date**

PROJECT FISCAL AGENT:

PROJECT FISCAL AGENT'S SIGNATURE: _____ **Date**

INSTITUTIONAL AUTHORIZING AGENT:

AUTHORIZING AGENT'S SIGNATURE: _____ **Date**