

## UTAH HUMANITIES GRANT AGREEMENT

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

### I. General Provisions

- A. **Scope of Project:** The proposal submitted by the Grantee is part of this agreement. Grantee will use UH funds only to conduct the project described in the proposal, and **will abide by any conditions imposed by the UH Board (see page 5).**
- B. **Nonprofit status:** Organizations or groups that apply to UH for funding must be constituted for nonprofit purposes, though it is not necessary that they be incorporated or have tax-exempt status. UH does not award grants to for-profit entities.
- C. **Reports:** All correspondence and reports identified with the appropriate UH project number (see agreement's first paragraph), should be sent to: **UTAH HUMANITIES, 202 W 300 N, SLC UT 84103-1108.**
- D. **Requirement of UH credit:** Publicity, printed materials, websites, publications, films, exhibits, displays, and advertisements created in the course of a project funded by UH should display the UH logo and must include one of the following statements: This language is suggested: ***"This program [or project] has received funding from Utah Humanities. Utah Humanities (UH) empowers groups and individuals to improve their communities through active engagement in the humanities."*** Language for the credit line may be modified with UH's advance approval.  
Utah Humanities must not be listed as a "sponsor." Instead, language should make it clear that UH is a funding source.
- E. **Disclaimer:** Printed materials produced as a result of a UH grant (e.g., published articles, websites, films, and exhibits) must also include the following: "Any views, findings, conclusions, or recommendations expressed in this (publication/program/exhibition/website) do not necessarily represent the views of the National Endowment for the Humanities, or Utah Humanities." Promotional materials, such as posters and press releases, need not include this language.
- 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 changes of status.
- H. **Access to documents:** Grantee and UH shall provide public access to all official documents relating to the activities of the Grantee and UH.
- I. **Termination:** **The Grantee's failure to comply promptly with any and all provisions of this agreement will be sufficient cause to terminate it.** Termination will be effective when the Grantee receives UH's written notice. However, UH is not precluded from exercising other contractual remedies.

- J. **Public Program Requirement:** Each grant project awarded UH funds **must** include at least one live program in which the public is invited to discuss or otherwise engage with the topics and themes raised as part of the project.
- K. **Evaluation:** Grantee agrees to distribute Utah Humanities audience evaluation form or a similar form that measures outcomes at each event or program funded, wholly or in part, by UH. 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).
- L. **Research Misconduct:** Grantee is prohibited from participating in research misconduct, which is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research.

## II. 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 must be open to the public without charge unless approved otherwise by the UH Board of Directors as part of the original grant proposal.
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 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 will 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 will 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 will be used to pay costs of alcoholic beverages.
5. No funds from this grant will be used to pay costs of food, entertainment, amusement, or social activities, unless such expenditures have been approved by the UH Board of Directors as part of the original grant application.
6. Necessary travel expenses will be allowed at a rate not to exceed the rate of \$.40 per mile for privately owned automobiles or at economy or coach rates for air travel. Grant funds may not be used for international 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 project. These expenses and employee benefits shall not be paid using UH 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 must be returned to UH 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.

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. Grantee agrees to 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 grant project.

2. The Project Director and the Fiscal Officer must not be the same person.

3. Grantee agrees to request grant funds on a UH 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 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. UH does not require the submission of regular performance or financial reports. Grantee agrees to submit to UH a completed Final Report Form within ninety (90) days of the termination of the grant period.

5. 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, its designated representative, or any applicable agency of the United States government.

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

7. The Grantee agrees to 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.

### **III. Copyright and Use of Information**

A. Ownership and copyright shall be vested in the Grantee or producers, as established among the interested parties. Utah Humanities is to be informed of the terms of any such arrangement.

- B.** The National Endowment for the Humanities (NEH) and UH reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any products, including copyrighted materials, arising out of UH grant activities. This use of copyrighted materials is not intended to interfere with or disadvantage Grantee in the sale or distribution of the product. All such property is subject to a Freedom of Information Act request for research data. UH will not sell or distribute these materials for profit or distribute them to profit-making or public broadcasting agencies.
- C.** For films, videotapes, websites, or other media projects produced with a UH grant, two copies shall be provided to UH. Appropriate formats for copies of other media projects (audio tapes, slides, photographs, exhibits) should be negotiated between UH and the Grantee.
- D.** The Grantee may reproduce of its own volition the results of grant activity, provided such publications, films, products, etc., **acknowledge UH support** and include the disclaimer statement described in Section I.(E) of this agreement.
- E.** 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 the UH Executive Director or the Grants and Program Manager 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:**

**VII. Conditions:**

**VIII. Signatures**

**GRANTOR:**

**UH BOARD CHAIR:**

**UH BOARD CHAIR'S SIGNATURE:**

\_\_\_\_\_  
**Date**

**UH EXECUTIVE DIRECTOR:**

**UH EXECUTIVE 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**