



MANY STORIES, ONE PEOPLE

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE NORTH CAROLINA HUMANITIES COUNCIL (THE COUNCIL) AND YOUR ORGANIZATION (THE GRANTEE), AND THE TERMS AND CONDITIONS OF FUNDING.

Nonprofit Status

1. Grantee will keep its tax exempt status as a recognized by the IRS current throughout the period of this award and will comply with all applicable federal and state laws and regulations that govern the use of funds to the Grantee organization. This includes but is not limited to:
 - a. (a) the prohibition against use any of the funds to influence legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other organizations, or to undertake any nonexempt activity, when such use of the funds would be a taxable expenditure if made directly by the organization; and
 - b. (b) limiting the use of the grant funds to the Grantee's authorized taxable purposes.
2. Grantee will notify the Council in writing concerning a change or proposed change in the Grantee's tax-exempt status when:
 - a. Grantee's federal tax status is revoked or altered;
 - b. Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or,
 - c. Grantee has reason to believe that these monies cannot be or continue to be expended for the specific purposes.

If the Grantee's tax status changes, the Council reserves the right to require that all remaining award funds are immediately returned.

Use of Funds and Required Match

3. Grantee agrees the funds are to be used solely for the project as described in in this document. Any alternative use of funds must be authorized in advance in writing by the Council, or funds must be returned.
4. Grantee understands payments are made with federal funds CFDA 45.129 and FAIN SO-233953-16. Disbursements are subject to availability of federal funds. Grantee must be compliant with applicable sections of 2 *CFR* §200.
5. Grantee agrees to document the financial and in-kind contributions to this project which are not compensated by Council funds as costshare. The certified total of these contributions will be requested at the conclusion of the project on the Final Report.
 - a. Grantee should track their costshare sources in detail. [Guidelines and sample tracking sheet here.](#)
 - b. Federal funds may not be used as match sources.
 - c. Program income may be used to meet the matching requirement of the award.
6. Any unused funds must be returned to the Council upon the conclusion of the Award Period.

Regulatory Compliance Cooperation

7. Grantee is prohibited from doing business with any organization or person (as a contractor, or key employee) if they have been debarred or suspended by any federal department or agency.
8. Grantee must keep records of receipts and expenditures and make its books and records available to the Council at reasonable times.
9. Grantee agrees to maintain a financial system that is GAPP compliant and meets all of the requirements set forth in 2 *CFR* §200.302
10. Grantee will cooperate with the Council in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Council to establish the fact that it has observed all requirements of the law with respect to this award.

11. Grantee agrees to abide by the Council's [Discretionary Grant Guidelines](#) document, including maintaining an active registration in the [System for Award Management](#), without exclusions, for the duration of the Award.

Grant Reporting

12. Grantee agrees that for any significant change in the project (event dates, project content, key components, budget) and/or organizational leadership, (including project director, treasurer/financial officer, or, if applicable, fiscal agent) the **Grantee must submit a written request for, and receive approval from, the Council.**
13. Grantee agrees to submit electronic Interim (if applicable) and Final Reports and other grant forms **by the due date.**
 - a. Grantee will receive an email notice and instructions for filing forms and reports via their Applicant Dashboard.
 - b. No future grant requests will be considered until the Final Report is submitted and accepted. There is no guarantee of future funding.
14. Grantee agrees to **notify the Council in writing in advance of the dates and locations of project events, as applicable.**

Recognition

15. Grantee agrees to recognize the North Carolina Humanities Council and the National Endowment for the Humanities in ALL program publicity in accordance with the [Council's Publicity Guidelines using the following statement:](#)
 - a. **"This program is made possible by funding from the North Carolina Humanities Council, a statewide nonprofit and affiliate of the National Endowment for the Humanities."**
16. As applicable, Grantee agrees to provide one copy of all grant-funded products to the Council as soon as they are available.
17. As applicable, Grantee agrees to provide time for brief remarks at the start of the grant-funded event(s) if a North Carolina Humanities Council staff member or trustee is able to attend the program.

Compliance with Laws, Indemnification and Assignment

18. Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
19. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
20. Grantee agrees to indemnify, defend and hold the Council harmless from and against all liability, loss, damage, or expense, including attorney's fees, which may be incurred or sustained by reason of the failure of the Grantee to fully perform and comply with the terms and obligations of this Agreement.
21. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

Suspension and Termination

Agreements may be terminated in whole or in part

- by the Council, if the Grantee materially fails to comply with the terms and conditions of an award;
- by the Council, when the Council has other reasonable cause;
- by the Council, when ordered under the [NEH Research Misconduct Policy](#);
- by the Council, when the Grantee is determined to be in violation of the requirement in paragraph (g) of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.S.C. 7104(g)). Termination may occur as described in [2 CFR part 175](#), Award Term for Trafficking in Persons.
- by the Council with the consent of the Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated; or

- by the Grantee upon sending to the Council written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the project to be terminated. However, if the Council determines that the reduced or modified portion of the project will not accomplish the purposes for which the contract was made, it may terminate the contract in its entirety either unilaterally or with the consent of the recipient.

When the Council determines that a recipient has failed to comply with the terms and conditions of the Agreement, the Council may suspend or terminate the Agreement for cause. Normally, this action will be taken only after the recipient has been notified of the deficiency and given sufficient time to correct it, but this does not preclude immediate suspension or termination when such action is required to protect the interests of the Council.

In the event that an Agreement is suspended, and corrective action is not taken by the Grantee within 90 days of the effective date, the Council may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Council could not have been reasonably avoided.

Within 30 calendar days of a termination date, the Grantee shall furnish to the Council a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date. Any unused funds must be returned to the Council.

If the Grantee violates the terms and conditions of this Agreement the Council reserves the right to require that funds be returned.

This Agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbinding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

Agreement Expiration

If this Agreement is not signed and returned to the Council within 30 days of the issuing date, this agreement and the award provided for herein shall be null and void, in its entirety, as of the Agreement due date. Any request for an agreement deadline extension must be submitted to the Council in writing prior to the Agreement expiring.

Signatures

This Agreement is conditional upon the Grantee’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Terms and Conditions” and signing below, the Grantee agrees to accept and comply with the stated terms and conditions of this Agreement.

I Accept Terms and Conditions

I Decline Terms and Conditions

Project Director Name (Print)	Project Director Signature (do not type)	DATE
Treasurer/Financial Officer Name ¹ (Print)	Treasurer/Financial Officer Signature (do not type)	DATE
Authorized Representative (if applicable)	Authorized Representative Signature	DATE

¹ Note, this individual must be separate from the project director and qualified by reason of occupation or experience for this role (certified public accountant, business office employee, treasurer, or official of a responsible financial organization).