



Grant Agreement

Available at www.VirginiaHumanities.org/grants under "For Grantees"

I. General Provisions

- A. **Notification of Project Activities:** The grantee agrees to notify Virginia Humanities of all public activities and events supported by the grant **at least three weeks** prior to the scheduled event date. Event program details should be submitted online at <https://virginiahumanities.org/grants/for-grantees/>; announcements and invitations should be sent via mail or e-mail to the attention of Virginia Humanities (grants@virginiahumanities.org)
- B. **Special Conditions:** The grantee agrees to follow current Commonwealth of Virginia and/or CDC guidelines regarding social distancing in all grant-supported activities in effect at the time these activities take place.
- C. **Acknowledgment of Virginia Humanities support:** in all publicity and in all productions, exhibits, publications, films, audio, and printed materials produced in connection with this grant, **the grantee must display the Virginia Humanities logo** and state that the program is sponsored (or made possible by) Virginia Humanities. This applies to online programs and resources as well. A sample statement of acknowledgment and Virginia Humanities logos in a variety of formats is available online at <https://virginiahumanities.org/media-kit-logos/>
- D. **Collection and Use of Information:** When a grantee collects information from the public (by interview or questionnaire) in connection with research for a project funded through this grant, it may not, without prior approval from Virginia Humanities, represent in any way that the information is being collected by or for Virginia Humanities.
- E. **Attribution and Ownership:** The grantee may publish the results of a grant activity provided that such publication contains an acknowledgment of Virginia Humanities grant support and includes, in an appropriate place, the statement that "The findings and conclusions of this publication do not necessarily represent the views of Virginia Humanities, the National Endowment for the Humanities, or the Commonwealth of Virginia."
- F. The United States government and Virginia Humanities reserve non-exclusive licenses to use and reproduce for non-commercial purposes, without payment, any publishable matter or media, including copyrighted material, arising out of grant activities.
- G. **Indemnification:** The grantee shall hold Virginia Humanities harmless and defend and indemnify it against all claims, actions, liability, damage, loss and expense by reason of injury or death to any person or persons or damage to property arising or alleged to have arisen from the acts or omissions of the grantee, its employees, agents, and sub-contractors. An exception is made for state agencies, such as publicly supported

colleges and universities for example, that are legally prohibited from agreeing to the indemnification provision.

- H. **Contract Modifications:** Only the Board of Directors or Executive Director of Virginia Humanities is authorized to modify the terms of this agreement, including the scope of performance and approved budget.
- I. **Project Income:** If approved in advance, the grantee may earn or receive income from the sale of products (books, CDs, films, for example) created as a direct result of Virginia Humanities funding, or from royalties based on the use of these products. Our expectation is that such income will be used by the grantee organization for purposes that are consistent with the goals set forth in the proposal to Virginia Humanities: that is, for educational purposes, and to promote public understanding of the humanities.
- J. **Cost Share:** All Virginia Humanities grants must be matched on at least a 1:1 basis with cost share—either in the form of cash or in-kind contributions from non-federal sources. Virginia Humanities staff can assist in identifying possible sources of cost share.
- K. **Brochures, Programs, and Other Printed Materials**
 - 1. The grantee agrees to provide to Virginia Humanities, at no charge digital copies wherever possible of brochures, programs, posters, catalogues, photographs of speakers and events, digital media, and other products or publication produced because of our grant. Two copies each of print material are requested. Under special circumstances, we may accept fewer copies, especially in cases where the unit cost of production—of a large-format book, for example—makes the standard requirement costly for the grantee. In such instances, it is the responsibility of the grantee to contact Virginia Humanities *in advance* if a waiver of the standard requirement is to be requested. Under special circumstances Virginia Humanities may request and the grantee agrees to provide up to 50 additional copies of any Virginia Humanities-funded publication (over and above the standard or negotiated number submitted with the final report).
 - 2. Grantees are urged to send copies of promotional materials and announcements of Virginia Humanities-supported events to Virginia Humanities Board members in their districts. We also encourage notification of your state and congressional legislators.

II. **Financial Grant Provisions**

- A. Records
 - 1. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds.
 - 2. Some Virginia Humanities grants are audited each year. The grantee certifies that accounts and supporting documentation related to project expenditures will be always adequate to permit an accurate and expeditious audit. An audit may be made at any time by Virginia

- Humanities, its designated representatives, the National Endowment for the Humanities, or other authorized government agencies.
3. The grantee agrees to maintain records showing that cost share contributions, whether cash or in-kind, are not less than the amount indicated in the approved budget, or any revision of the budget approved by Virginia Humanities. The grantee further agrees to secure and maintain reasonable written proof of the value of in-kind contributions to the project.
 4. Project records (expenditures and cost share) must be maintained by the grantee, for a period of not less than three years following Virginia Humanities acceptance of the final project report.

B. Limitations on the Use of Grant Funds

1. **Project Period:** grant funds and cost share must be used or obligated during the grant period stated in the Notification of Award.
2. **Budget:** grant funds may be expended only for project purposes and activities, as set forth in the budget and in the proposal originally approved by Virginia Humanities.
3. **Budget changes:** amendments to the budget including moving funds from one approved category to another approved category are allowed if less than 20% of the total award. Changes more than 20% must be approved by Virginia Humanities.
4. **Cost Share:** Funds and in-kind services from federal agencies, or from federally funded agencies such as other state humanities councils, may not be claimed as cost share in Virginia Humanities grants.
5. **Honoraria:** grant funds awarded for honoraria are limited to \$1000 per person per day, not including travel. Virginia Humanities funds for individual honoraria may be combined with funds from non-Virginia Humanities sources if a larger honorarium is to be paid. These additional funds from non-Virginia Humanities sources should be included in cost share totals. Honoraria must be paid directly to the recipients. Funds for honoraria may not be paid to a third party (individual or organization) or used to purchase goods or services provided to an individual or organization as gifts.
6. **Indirect Costs:** No funds from this grant may be used to pay indirect costs or overhead expenses.
 7. **Equipment:** no funds from this grant may be used to purchase permanent equipment unless specifically authorized by Virginia Humanities in the approved budget.
8. **Alcoholic Beverages:** no funds from this grant may be used to pay the costs of any alcoholic beverages, entertainment or social activities, refreshments, gifts, or tokens of appreciation.

9. **Meals:** funds from this grant may be used to pay for meal and travel costs for the necessary expenses of program participants and that are included in the approved budget.*
10. **Travel:** grant funded travel expenses must be based on actual not estimated costs, fall within state limits, and be itemized in detail in the final financial report. Expenses in excess of the following limits may be applied to cost share. International travel, including to and from Canada or Mexico is not allowed.*
11. **Unused Funds** disbursed to the grantee that remain uncommitted at the end of the grant period must be returned to Virginia Humanities in the form of a check made payable to Virginia Humanities.

***Virginia State Limits**

Meals: Maximum allowable meal costs per person are established by the Commonwealth of Virginia; see <http://www.procurement.virginia.edu/pageconusrates>

Travel: Maximum lodging charges per person are based on the date(s) of travel and locality; see

<http://www.procurement.virginia.edu/pageconusrates>

Grantees are responsible for determining the state limits in effect on the dates(s) of travel and/or meals charged to the grant

Mileage: for privately owned vehicles is .585/mile as of July 2022.

Air Travel must be charged at economy or coach rate.

III. **Final Reports**

Narrative Report: the grantee agrees to submit an online final report that will be provided by Virginia Humanities within the system used for the application (GLM). The report will summarize the accomplishments of the project, evaluate the effectiveness and overall quality of the program, the size and composition of the audience, the contributions of scholars participating in the program, and the extent to which public awareness of the humanities was increased because of the project. Grantees will be notified when the final report is available and due in the system.

Financial Report: Applicants are required to submit an Expenditures Report that will be provided by Virginia Humanities and is available on the website in the section “For Grantees.”

Both the Project Director and the Financial Officer must sign the “Expenditures Report/Cash Request” form.

IV. **Termination of Grants**

Failure to execute the project as approved, the scope of the project changes without notice, if special conditions are not met, or if noncompliance with Virginia Humanities guidelines and provisions may result in a termination of the grant and require that any Virginia Humanities funds already disbursed be returned.

V. **Grant Extensions**

Under special circumstances, Virginia Humanities may approve a one-time extension of the grant period for a term of up to six additional months beyond the original project

end-date to allow for completion of a funded activity and/or submission of the Final Report. These extensions must be requested *in writing* at least two weeks prior to the scheduled project end date. Extension requests submitted with less than two weeks' notice may be denied.

Revised 8-12-2022 SHP