

GENERAL GRANT PROVISIONS GOVERNING GRANTS MADE BY MASS HUMANITIES

- I. Introduction: The following provisions, in addition to your Mass Humanities Grant Agreement, and any special conditions incorporated in the grant award letter, are applicable to and binding upon recipients of grants from Mass Humanities. Grantees should understand that acceptance of an award creates a legal duty on the part of the grantee to use the funds in accordance with the terms of the grant and to comply fully with all provisions and conditions. In the event of a conflict between these provisions and any special conditions of the grant award letter, the terms of the grant award letter will govern.
- II. Definitions: As used throughout this grant document, the following terms shall have the meaning set forth below:
 - A. The term “Foundation” means the Massachusetts Foundation for the Humanities, dba Mass Humanities.
 - B. The term “grantee” means the organization/institution/group named in the grant award letter as the recipient of the grant, also known federally as the subrecipient.
 - C. The term “project” is the identified activity or program approved by the Foundation for support.
 - D. The term “grant period” means the period of time specified in the grant award and/or approved extension/change request during which project costs may be charged against the grant.
- III. Non-profit status
 - A. The grantee certifies that the project will be non-profit in nature.
 - B. The grantee will maintain current SAM and DUNS registrations and notify the Foundation in writing of any changes in their status.
- IV. Limitation on the use of grant funds
 - A. Grant funds may be expended only for project purposes set forth in the proposal as originally approved or subsequently amended.
 - B. Proposed amendments must be submitted online via an extension/change request form by the project director for written approval by the Foundation.

Significant changes requiring such action include:

1. Changes of project purpose, scope, activities or schedule.
 2. Changes in the personnel identified in the approved proposal.
 3. Changes in duration of the grant period. (Changes should be requested at least 30 days prior to the termination of the grant period.)
 4. Changes in any budget line item the Foundation grant column which exceed \$500 or changes which introduce or eliminate a category of expenditure. Within this limitation the grantee may shift funds from one line item to another without prior approval of the Foundation in order to meet unanticipated expenses provided that the original total project cost and the Foundation grant are not exceeded. But any such shifts shall be reported to the Foundation in the next financial report.
 5. Subcontracting or transferring substantive project work.
- C. Commitment of grant funds, and of such non-Foundation funds as are required, must be incurred during the grant period. Commitments outstanding as of the official termination date shall be liquidated within 30 days after the termination of the grant period. Also, such commitments must relate to goods or services provided and utilized within the grant period.
 - D. In cases where funds have been misapplied by a grantee, the Foundation has an ownership interest in all funds or property acquired with the use of misapplied funds. Funds remaining uncommitted at the termination of the grant period must be returned with the final financial report by check payable to "Mass Humanities." In those unusual circumstances when interest accrues on Foundation funds, the interest must also be remitted by check to the Foundation.
 - E. The total payment by the Foundation to the grantee will not exceed the amount set forth in the original grant award letter or a written modification thereof.
 - F. No part of any product contemplated by the grant agreement will be used in the advertising of a commercial product or for the advocacy of any partisan, political, or religious purpose.

V. Termination of grants

- A. If the grantee fails at any point to fulfill the terms of the proposal or the general provisions and special conditions of the grant, the Foundation may, at its discretion after consultation with the grantee, terminate on 30 days written notice any grant, in whole or in part, and may move for the return of funds already granted. The grantee agrees to furnish the Foundation, within 30 days after the date of termination, an itemized accounting of funds expended, obligated and remaining under the grant. The grantee also agrees to remit within 30 days after the receipt of a written request therefore any amount determined to be due.
- B. If the grantee fails to submit complete final narrative and expenditure reports within 90 days after the termination of the grant period, the Foundation may, at its discretion, revoke the remaining balance of the grant. In addition, the grantee may be declared ineligible for subsequent grants from the Foundation for a period of five years.

VI. Publicity

- A. The grantee shall acknowledge the partial support of the Foundation in all publicity, brochures, flyers, posters and other publications and oral presentations. Whenever feasible, the Foundation should be referred to as: MASS HUMANITIES, STATE-BASED AFFILIATE OF THE NATIONAL ENDOWMENT FOR THE HUMANITIES, and the Foundation's logo should appear next to, or near the acknowledgement. In web-based and email publicity and announcements, either the words *Mass Humanities* or the Foundation's logo shall be hot-linked to our Web site's home page www.masshumanities.org.
- B. The grantee shall notify the Foundation of public project activities at least two weeks in advance of their occurrence so that the Foundation may assist in making these known to interested persons. This will allow Foundation members and staff to plan visits to the activities for purposes of evaluation.

VII. Collection of Information

In cases where the grantee collects information, as by interview or by questionnaire, from the public in connection with the research or other general purpose project on her own initiative, they may not, without prior written approval from the Foundation and the National Endowment for the Humanities, represent in any way that the information is being collected by or for a Federal agency.

VIII. Publication and Acknowledgement of Foundation Funds

- A. The grantee may publish, without charge to grant funds, the results of grant activity provided that such publications (printed, visual, or sound) contain an acknowledgement of grant support from the Foundation and the National Endowment for the Humanities. At least two copies of printed publications must be furnished to the Foundation.
- B. Unless advised to the contrary, all materials publicizing or resulting from award activities shall contain an acknowledgement of NEH support which includes the following statement: "Any views, finding, conclusions or recommendations expressed in this (publication) (program) (exhibition)(website) do not necessarily represent those of Mass Humanities or the National Endowment for the Humanities."
- C. Failure of the grantee to appropriately acknowledge Foundation support of the project is grounds for termination of the grant and/or withholding of the final 10% payment due at the project's termination.
- D. NEH support language may be omitted with Foundation approval if inappropriate to the project.

IX. Rights to Project Material

- A. The Federal government and the Foundation reserve a non-exclusive license to use and reproduce for government or public purposes, without payment, any publishable matter, including copyrighted matter, arising out of grant activities where the government or the Foundation deems it in its interest to do so.
- B. The grantee shall furnish to the Foundation free of charge two copies of any films, video tapes, audio tapes, records, slides or any other audio-visual materials made as part of or as

an outgrowth of the project provided this does not entail costs in addition to those set forth in the approved project.

X. Representations, Warranties, Indemnification

- A. The grantee represents and warrants that the project shall contain no matter that violates any copyright, trademark right, common law right, right of privacy or publicity, or personal or property right of any third party; and that the project shall not be defamatory, obscene or otherwise unlawful.
- B. The grantee represents and warrants that the grantee shall obtain all permissions and clearances appropriate to the project, including, without limitation, music synchronization licenses, recording master licenses, acquisition of literary rights, right of privacy releases, and transfers of copyright interests from persons and firms whose work may be utilized, employed, commissioned, or specially ordered in connection with the project; the grantee shall, upon request of the Foundation, submit to the Foundation documentation of any such permissions and clearances.
- C. The grantee agrees to indemnify and hold the Foundation harmless against any loss or damage (including but not limited to reasonable legal fees) the Foundation may incur as a result of any claim, controversy, action, or lawsuit arising out of any breach of grantee's foregoing warranties or representations.
- D. If any claim shall be made by any third party, which if true, would constitute a breach of any warranty or representation made by grantee hereunder, the Foundation may withhold from any undispersed project grant funds, such amounts (including reasonable legal fees) as the Foundation may deem required to cover the potential liability on account of such *claims*.

XI. Evaluation

The grantee shall submit to the Foundation reports as assigned online. Within 90 days after the end of the grant period the grantee shall submit a final report in full detail. It should include evaluative comments from those running the project and from the humanists and representatives of the public involved. Comments from evaluators not directly involved in the project would be especially valuable. The Foundation encourages the grantee to be frank about failures as well as successes. In addition, the report should include a description or copies of all publicity received. The Foundation also welcomes evaluation of the effectiveness of its program and staff. The Foundation may withhold a portion of its grant until it receives the final evaluation.

Foundation members and staff and Foundation evaluators may visit project activities for purposes of evaluation.

XII. Grant Accounting Records and Reports

- A. The grantee shall maintain accounts, records, and other evidence pertaining to costs incurred and revenues acquired under this grant. The system of accounting employed by the grantee shall be in accordance with generally accepted accounting principles, and will be applied in a consistent manner so that the project expenditures can be clearly identified. The records should clearly show that matching or cost sharing expenditures are not less than the amount contemplated in the grant agreement and amendments thereto. Furthermore, the

grantee shall secure reasonable written proof of the value of the contributions in kind to the project.

- B. The Foundation may inspect and audit the grantee's financial accounts and records, or may designate a qualified person to do so on its behalf, at any time during reasonable business hours and with such frequency as may be deemed necessary. Inspection and audit may include predisbursement visits to determine the adequacy of the grantee's accounting system. In addition, the National Endowment for the Humanities and the United States General Accounting Office may conduct inspections and audits when and to the extent either deems advisable. Financial records must be kept on file for a minimum of eight years following the award of grant funds or may be deposited for safekeeping in the office of the Foundation. The required retention period may be extended by written notification from the Foundation.
- C. Project funds shall be administered from a bank account established for this purpose unless the grantee can arrange to have the funds handled through the treasury of an existing organization. In such a case the project funds shall be held in a separate designated account.
- D. All disbursements by the grantee shall be supported by an original invoice, sales slip, cash register receipt, time sheet, etc., as well as by checks.
- E. The Foundation is not liable for costs incurred by the grantee which are not in conformance with the terms of the proposal, the general provisions and any special conditions of the grant and any amendment thereto. This includes costs incurred by the grantee prior to the beginning of the grant period, whether or not they would have been allowable after such date, unless the grant award letter makes specific provision for them.
- F. Grantees may include indirect costs as a percentage of the total direct costs requested from the Foundation using either the 10% de minimus rate or an appropriate previously negotiated federal rate.
- G. Grants received from the National Endowment for the Humanities or from other state humanities councils may not be used to match Foundation funds.
- H. Foundation funds may not be used to pay for entertainment or alcohol, and Foundation funds may not exceed \$250 for the purchase of food or drink without approval by the Foundation.
- I. Foundation funds may be used for reasonable travel expenses, but food and room costs in connection with travel may not exceed \$250 per day without approval by the Foundation.
- J. Foundation funds may not exceed \$250 for the purchase of non-expendable or reusable equipment without approval by the Foundation.
- K. Foundation funds will be sent to the grantee as needed once reporting requirements are met. Payment for grants of over \$7,500 are usually be made in three parts, two payments of 45% each and a final payment of 10%. Payment for grants of \$7,500 or less are made in two parts, one payment of 90% and a final payment of 10%.
- L. The Foundation will provide appropriate forms for expenditures reporting which the grantee shall fill out in full.

- M. You should be aware that this award is subject to the audit requirements of OMB Circular A-133 (or Circular A-128 if the grantee is a government entity). The OMB Circular says that any nonprofit organization that receives within a fiscal year \$750,000 or more in federal awards is subject to the audit requirements. The requirements make a “program audit” mandatory if you expend \$750,000 or more in federal funds within a fiscal year. A “program audit” covers the financial activity connected with those federal funds. If you expend \$750,000 or more in federal funds granted by the Foundation, then we will need to see the results of a program audit. A copy of the audit report must be sent to the specific to your award, it will be noted in your award letter.

XIII. Contracts and Services

The Foundation encourages grantees to make positive efforts to assure that small businesses, minority owned firms, and women’s business enterprises are used when possible. Organizations receiving federal awards shall take all the steps outlined below to further this goal including:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
2. Assuring that these businesses and enterprises are solicited whenever they are potential sources.
3. Contracting with consortiums of small, minority owned, or women’s business enterprises, when a contract is too large for one of these firms to handle individually.
4. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce’s Minority Business Development Agency.
5. Considering in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority owned firms, and women’s business enterprises.