

LEH GRANT AGREEMENT

AGREEMENT DATE: Decision Date

GRANT NUMBER: Grant Number

PROJECT TITLE: Project Name

This agreement is made and entered into by the Louisiana Endowment for the Humanities (referred to as "LEH") and

as the sponsoring organization and all its officers, directors, employees, or anyone acting on its behalf or at its direction, (referred to collectively as "Grantee"). Signature of this agreement obligates the grantee to administer the grant in compliance with (1) the following provisions, and (2) in accordance with the terms set forth in the approved application and any approved amendments, (3) the Grant Award Letter, (4) the current LEH *Communications Toolkit*, and (5) the accounting and reporting procedures set forth in the attached "Instructions on Grantee Accounting and Reporting".

I. GRANTEE

A. Nonprofit: The grantee certifies itself as a nonprofit organization with 501(c)(3) status; a public-facing organization operating within an accredited institution of higher learning; a state or local government agency; or a state- or federally recognized Native American tribal government, and agrees to undertake the project entitled above in support of its mission as a humanities-based organization operating within the state of Louisiana.

B. Relationship to LEH: The grantee is not an agent of the LEH but is an independent entity. Each party shall indemnify, defend, and hold harmless the other party, and its officers, agents and employees, from and against any and all losses, liability, demands, suits, judgements, claims, including reasonable attorneys' fees, to the extent that such losses, liabilities, demands, suits, judgements, claims, or fees are attributable to the willful act, fault, omission, or negligence of the indemnifying party, or of its employees, servants, or agents in performing its obligations under this Agreement: provided, however, that neither party shall hereby be liable for consequential damages. The grantee may not, without prior approval, represent any activity as being carried out by or for the LEH, the NEH, or the state or federal government.

C. Equal Opportunity: Subrecipients must execute projects, productions, workshops, and programs in accordance with the following laws, where applicable:

1. **Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance (42 U.S.C. 2000d, *et seq.*). Title VI also extends protection to persons with limited English proficiency. Please note that NEH has issued policy guidance for recipients and subrecipients on "[Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency](#) [22]."

2. **Title IX of the Education Amendments of 1972** provides that no person in the United States shall, on the basis of sex, be

excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving federal financial assistance. (20 U.S.C. 1681, *et seq.*)

3. **The Age Discrimination Act of 1975** provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. (42 U.S.C. 6101, *et seq.*)

4. **Section 504 of the Rehabilitation Act of 1973** provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. (29 U.S.C. 794)

5. **The Americans with Disabilities Act of 1990 (ADA)** prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101, *et seq.*)

D. Department of Labor Standards for Performance and Related Personnel: Grantees that employ professional performers and related or supporting professional personnel under an LEH grant are required to provide written assurance that:

1. These employees shall be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed on similar activities, and;

2. No part of any project or production which is financed in whole or in part under an LEH grant will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production.

II. GRANT PROVISIONS

A. Grant Award: The LEH hereby grant funds not to exceed:

Award Amount

in definite funds. Grant funds shall be used only to meet the expenses incurred during the period of the grant in accordance with the budget approved by the LEH.

B. Grant Term: For purposes of funds disbursement this grant runs from start date through end date, and the grant term shall terminate on said date, unless otherwise amended **in writing** executed by the parties. Grant funds shall be obligated and payments to meet these obligations must be made by the grantee by the termination date of the grant. **Please note that all final reports for Louisiana Culture Care Fund Grant projects must be submitted within 30 days of the end date listed above. Additionally, reporting requirements and access to grant records continues for three years from closing date or extension, whichever comes later.**

C. Grants Payments: Unless otherwise stated in the award letter or subsequent amendments, payments will be made payable to the grantee and forwarded to the primary contact. **The payment schedule for LEH grants will be one hundred percent (100%)**

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upon receipt by the LEH of the signed Award Letter and Grant Agreement.

D. Use of Grant Funds: No persons or body other than the LEH are authorized to modify any of the terms of this agreement. The LEH is in no way obliged to make payment for costs incurred by the grantee which do not conform with the terms of this Agreement. Grantee shall submit proposed grant revisions in writing for **prior written approval by the LEH** for the following:

1. Changes in scope, purpose, or activities of the grant;
2. Changes in major personnel, including the authorizing official, the fiscal agent, or project director. humanities scholars, or other key personnel identified in the approved project proposal: Written approval must also be obtained before subcontracting or transferring substantive project work;
3. Changes in budget that involve the addition or deletion of budget items, the inclusion of costs that were specifically disallowed by the terms of the grant award, the transfer of funds allotted for training purposes, such as participant stipends, and the transfer of funds that were budgeted for direct costs to absorb increases in indirect costs or indirect cost-type items;
4. Changes in the duration of the grant period: such changes should be requested in writing at least thirty (30) days prior to the termination of this grant;
5. Reserved
6. Other than the exceptions listed above, grantees are not restricted from transferring funds among direct cost categories, provided the scope or objectives of the project are not changed.

E. Grant Cost Principles: The grantee is obligated to adhere to the following cost principle limitations during the administration of the grant:

1. No funds from this grant will be used to pay indirect costs commonly referred to as overhead unless specifically authorized by the LEH in the approved budget for the project;
2. No funds from this grant will be used to pay the costs of any alcoholic beverages, entertainment, social activities, coffee and other refreshments, or any related activity;
3. No funds from this grant will be used to pay the costs of any meals aside from the necessary travel expenses of project personnel as described in number four of this section of the Agreement;
4. No funds may be used to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to an award or an extension, continuation, renewal, amendment or modification of any existing award, as set forth in The Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, 18 U.S.C. §1913, and [2 CFR §200.450](#)
5. Necessary travel expenses will be allowed at a rate not to exceed 62 cents per mile for privately owned automobiles and

reimbursement for actual expenses other than mileage. The LEH also allows a maximum **per diem** of \$117 per day in New Orleans, \$85 per day elsewhere in the state or as approved from the budget narrative of the grant application. When shown necessary and approved by the LEH, air travel will be allowed at economy or coach rates. Such air travel must appear in and conform to the grantee's approved grant application; and

6. No grant funds from this grant will be used to purchase permanent equipment unless specifically authorized by the LEH in the approved grant budget.

7. Reserved

F. Reserved

G. Reserved

H. Unspent Grants Funds: The grantee shall refund to the LEH all monies remaining after **the actual costs of project expenses** have been paid. The grantee shall further refund to the LEH all sums paid with grant funds, which are found to be disallowable under the restrictions described in Section II (E) of this Agreement.

I. Reserved

J. Reserved

K. Grant Information - Collection and Use: The grantee agrees to the following requirements for the collection and use of information generated as part of the grant activity.

1. In all materials produced as a result of the grant, grantees shall **prominently** include the LEH and State of Louisiana logos and the following statement specifying the LEH's support:

Funding through the Louisiana Culture Care Fund has been administered by the Louisiana Endowment for the Humanities (LEH) and the State of Louisiana.

The views, findings, conclusions, or recommendations expressed by this organization do not necessarily represent those of either the Louisiana Endowment for the Humanities or the State of Louisiana.

The failure of the grantee to appropriately acknowledge LEH support is grounds for termination of the grant.

2. Reserved

3. The grantee may publish at its own expense, without using grant funds, the results of grant activities provided that such publication(s), whether written, visual, or audio, contain(s) the acknowledgment of grant support and the disclaimer in this section above.

4. Reserved

5. No part of any product contemplated by this Agreement shall be used in the advertising of commercial product or for the advocacy of any partisan, political, or religious purpose or in support of any other activity inconsistent with the LEH's purposes as stated in this Agreement.

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6. The grantee may not transfer or assign the project or products of this project without prior written consent of the LEH. In the event that the project or products of the project are transferred or assigned with the LEH's approval, the transferee or assignee of the products of the project are transferred or assigned with the LEH's approval, the transferee or assignee of the products of the project must assume all the obligations and fulfill all requirements and qualifications imposed on the grantee contained in this Agreement.

7. The grantee will recognize LEH in appropriate social media posts crediting funders and partners, including posts on Twitter, Facebook, blogs and other channels as specified in the enclosed *Communications Toolkit*.

L. Reserved

M. Grant Suspension and Termination Procedures: The following provisions govern the termination of grants that are in violation of this Agreement.

1. Should the LEH receive a rescission in its state appropriation during the grant term, the LEH may issue a notice of suspension or termination and rescind all future payments for any activities which have not yet occurred, and/or expenses not yet obligated. In an attempt to minimize adverse impacts to the project, the grantee must furnish the LEH with an itemized accounting of funds expended, obligated and/or remaining under the grant within thirty (30) days of receipt of notification.

2. When the LEH determines that the grantee has failed to comply with the terms and conditions of a grant agreement and/or reporting requirements, LEH may issue a notice of suspension for cause. No costs that are incurred during the suspension period will be allowable except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the LEH, could not have reasonably been avoided.

3. In the event that this grant is made to a group or individuals subsequently determined to be ineligible for a grant under the LEH terms and conditions (see page one of this Agreement), this award will be terminated, and the grantee will be required to immediately return all funds received.

4. If grantee is not in full compliance with the terms and conditions of this Agreement, this grant may be terminated, in whole or in part, upon written notice to the grantee, and all funds disbursed to the grantee must immediately be returned to the LEH. The grantee must furnish the LEH with an itemized accounting of funds expended, obligated, or remaining under the grant within thirty (30) days of receipt of the written request for such.

5. In the event the LEH is obliged to seek legal assistance to enforce any aspect of this grant agreement and any related project activities, or to secure the return of funds, the grantee shall bear the cost of any and all such legal action and/or litigation, including but not limited to all court costs and reasonable attorney fees. The LEH will provide ten (10) days written notice that legal services will be sought.

6. The grantee may request, in writing, LEH Executive Committee review of the termination action. The request must be postmarked no later than thirty (30) days after the date of the termination notice and should be addressed to the LEH Executive

Director. This request must contain a full statement of the grantee's position and the pertinent facts and reasons that support such a position. The Chair will promptly acknowledge the request for review and present it to the Executive Committee. Pending the resolution of the review request, the notice of termination will remain in effect. The Executive Committee may request the submission of additional information from LEH staff and, at its discretion, may meet with staff and grantee representatives to discuss the pertinent issues. All review activities will be fully documented by the Executive Committee. The Executive Director will, in writing, advise the grantee of the Executive Committee's final decision.

N. Reserved

O. Grant Special Provisions: This section of this Agreement is for the inclusion of any special provisions deemed necessary by the LEH to ensure that grant funds are properly spent, that the humanities disciplines are properly applied, or to answer other reservations voiced by the LEH.

These special provisions, if any, are as follows:

SEE YOUR AWARD LETTER

III. GRANT ACCOUNTING, RECORDS, AND REPORTS

A. Maintenance of Records: The grantee shall maintain records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control as is reasonably necessary to assure the proper disbursement of and accounting for project grant funds. The grantee agrees 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 the LEH, its designated representatives, or an appropriate agency of the United States government. The grantee shall retain financial records and documentation of disbursements and matching funds, whether cash or in-kind services, for three (3) years following the submission of final financial reports. All records must be made available to the LEH within ten (10) days of a written request. In addition to the audits described above, the grantee shall furnish to the LEH, upon written request, access to all such financial records and documentation. The grantee shall provide access to all such information to the LEH or its designated representatives during the period of the grant, or its extension, and for three years thereafter.

B. Grant Accountability: The grantee shall account to the LEH for and report on any grant funds derived from any and all products as a result of the grant. Such funds are subject to Section II (E) of this Agreement.

C. Financial Reports: The grantee shall submit financial reports in forms prescribed by the LEH within thirty (30) days of the completion of the grant.

D. Accounting and Reporting: The grantee agrees that the project staff has read and understands the "Instructions on Grantee Accounting and Reporting" which has been forwarded to the grantee with this Agreement, and the grantee further agrees to administer the grant in accordance with the procedures described in such.

IV. Reserved

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V. Special Provisions for Louisiana Culture Care Fund Grants

1. Copeland “Anti-Kick Back” Act (18 U.S.C. 874)

All contracts and subawards in excess of \$2,000 for construction or repair awarded by councils and subrecipients shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The council shall report all suspected or reported violations to the federal awarding agency.

2. Davis-Bacon Act (40 U.S.C. 276a to a-5)

All construction contracts awarded by the councils and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The council shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The council shall report all suspected or reported violations to the federal sponsoring agency.

VI. AUTHORIZED SIGNATURES

By signature to this Agreement by the duly authorized agent or agents of the grantee (as defined in the introductory paragraph of this Agreement) agree to commit the grantee and the project director individually and solitarily to the terms of this Agreement, the LEH Guidelines, the grant application, and all amendments, the "Instructions on Grantee Accounting and Reporting," and the Grant Award Letter.

GRANT NUMBER: Grant Number

SIGNED Grantee:

By: _____
Authorizing Official *Date*

SIGNED Louisiana Endowment for the Humanities:

By: _____
Executive Director *Date*