

LEH GRANT AGREEMENT

AGREEMENT DATE: DATE

GRANT NUMBER: GRANT NUMBER

PROJECT TITLE: PROJECT TITLE

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

ORGANIZATION

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."

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. Reserved

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:

GRANT 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 and approved **in writing by the LEH**. 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 Constitution Day Grant projects must be submitted in the grant portal 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 project director. **The payment schedule for LEH grants will be one hundred percent (100%) 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:

- Changes in scope, purpose, or activities of the grant;
- 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;
- 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;
- 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;

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5. Changes in the level of matching contributions if such changes result in a less than fifty percent (50%) share of the cost of the project being borne by the grantee;
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 five of this section of the Agreement;
4. No funds from this grant 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 reimbursed in accordance with grantees established institutional travel policy. If none exists, travel expenses will be allowed at a rate not to exceed 72.5 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 funds from this grant will be used to purchase permanent equipment unless specifically authorized by the LEH in the approved grant budget.
7. Grantee must provide a one-for-one match of award in the form of cost share, which can be met with cash and in-kind support for the project. This cost share must equal or exceed the requested award amount, and in the required reporting, Grantee must distinguish between cash and in-kind cost share items and list any 3rd-party gifts, citing sources, expected receipt dates, and amounts.

F. Grant Income: As a rule, the LEH discourages the imposition of admission fees; however, when included in the original grant proposal and if approved by the LEH, the grantee may earn income to support the project through registration or admission fees. Such fees must be reasonable and must appear in the budget under the applicant cash cost share column. Provisions must be made to waive or reduce the fee for those participants unable to pay. Interest may NOT be earned on grant or gift funds disbursed by the LEH.

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. Grant Activities: The grantee must notify the LEH of the specific dates of all public project activities and events at least two weeks prior to the

event. Early notification enables an LEH representative to attend the scheduled events.

J. Grant Reporter: The grantee agrees to designate a person to keep written records of project planning activities. This report, as well as being a narrative account of the history of the project, should include printed materials and press releases distributed to publicize the project, any materials used at the project's component meetings or events, news clippings or a record of other media coverage, and audio or video tapes (if any) made of the activity. This reporter should also arrange for still photographs to be taken to document the session and to provide the LEH with materials capable of being used in its own publications and help publicize the LEH's statewide humanities program.

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 of the project:

Funding for this project has been provided by the State of Louisiana and administered by the Louisiana Endowment for the Humanities (LEH).

The views, findings, conclusions, or recommendations expressed in this (publication, program, exhibition, website) 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 of the project 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. Three (3) copies of all publications shall be furnished to the LEH by the grantee and shall be permanently retained by the LEH for its own use. Where possible a digital copy will also be furnished to the LEH. The LEH also reserves the right to produce or purchase at cost additional copies of each product and to use all copies as it deems appropriate. For media projects, see Special Media Provisions.

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.

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 or 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 as specified in the enclosed *Communications Toolkit*.

L. Copyright: The LEH requires the grantee or project director to obtain a copyright in one of their names for all books, films, videos, scripts, audio recordings, and products of like nature, unless specific written waivers are made by the LEH upon the written application of the grantee. In event of dissolution of the grantee organization, the assignment of copyright and distribution rights must be approved in writing by the LEH. The LEH

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reserves non-exclusive licenses to unlimited use and reproduction of project products, without payment, but with proper credit to the grantee.

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. Grant Evaluation: The grantee shall render to the LEH upon request all reports in such form and containing such information as the LEH specifies, within ten (10) days of a written request. Included in such reports shall be a form provided by the LEH (online) for an evaluation of the project. Failure to complete acceptable evaluations and other reports requested by the LEH will prohibit the sponsoring organization from receiving future grant funds. All assigned reports must be satisfactorily completed, filed, and accepted with and by the LEH no later than thirty (30) days following project's completion. The grantee further agrees to cooperate and assist in an independent evaluation of the project by person(s) selected by the LEH.

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 (such as invoices, canceled checks, check stubs) 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 (F) 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. SPECIAL PROVISIONS FOR MEDIA GRANTS

In accepting an award for a media grant, in addition to the above provisions, the grantee agrees to abide by the following special provisions which describe conditions governing the production, ownership, and distribution of LEH sponsored media products. The LEH uses the term "media" primarily to refer to any film, DVD, CD, videotape, audio-slide package, or audiotape. Secondly, the LEH also considers "media" to refer to live programming produced for television, cablevision, and radio.

This grant is made on the basis of project activities described in the application and the budget.

A. Production: The LEH reserves the right to review media projects in their various states of completion and the grantee agrees herein to provide at least one opportunity for the LEH to review the media project at the rough-cut or prior to final edit stages. The grantee further agrees to make adjustments required to render the completed product consistent with the LEH's purposes as stated in its guidelines. As prepared for broadcast or distribution, a funded media product must include the official LEH trailer (to be provided) and the following acknowledgment and disclaimer:

1. "This [type of media] is funded in part under a grant from the Louisiana Endowment for the Humanities made possible by the State of Louisiana."

2. "The views, findings, conclusions or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of either the Louisiana Endowment for the Humanities or the State of Louisiana."

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3. Failure to include the above acknowledgment or disclaimer in the media product represents a violation of this Agreement and the LEH considers such omission as grounds for termination, in whole or in part, of the grant.

B. Ownership

1. The grantee owns the product of the media project and should copyright the product or assign this right. Transfer of copyright must be approved in writing by the LEH.

2. The LEH retains a non-exclusive unlimited license to use and reproduce copyrighted materials arising out of grant activities, broadcast, however, being limited as defined below. This reservation will continue following any transfer of the product or copyright. The LEH may distribute the produced materials as it deems appropriate, including distribution through its Resource Center, on a non-commercial basis, without payment to grantee. If one year transpires during which the product is not broadcast in Louisiana, the LEH retains the right to arrange for broadcast without payment to the grantee.

3. Within thirty (30) days after the final date of the grant period or the final editing of the media product if this occurs first, the grantee agrees to submit to the LEH 3 copies of the final version of the media materials produced under the grant and one (1) digital file. of which should be first generation copies from the edit master. The grantee is further required to supply additional copies as defined above at cost, if so requested by the LEH. If so requested, the LEH will bear the cost of obtaining copies of these additional materials.

C. Distribution

1. If the media project is a film or videotape, unless otherwise approved by the LEH in writing, the grantee will notify public television stations WLPB, WYES, or WLAE to discuss possible broadcast of the film. Any changes in the approved distribution plan must be approved by the LEH in writing, even if they occur after the term of the grant. Failure to adhere to this section shall permit the LEH to terminate the grant together with any further obligations under the grant and will oblige the grantee to return immediately to the LEH all grant funds, which had been disbursed to it.

2. The grantee may distribute the media product commercially, if part of the original application or subsequently agreed to by the LEH. Upon completion of the grant, the grantee may not deny fair use and access to any nonprofit Louisiana group.

3. The grantee, or the assignees, of the grantee may distribute any portion of the media product, independent of the entire product, but must inform the LEH it is doing so.

4. Neither the grantee nor the assignees of the grantee may distribute the media product with advertising for commercial products; in support of partisan, religious, or political advocacy; or in a manner inconsistent with the LEH purposes as stated in its Guidelines.

V. Special Provisions for Federally Funded 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 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*

By: _____
*Project Director** *Date*

SIGNED Louisiana Endowment for the Humanities:

By: _____
Executive Director *Date*

**Project Director, while not a party to this agreement, hereby acknowledges that they have read the Agreement and associated materials and understands their obligations as an employee of the grantee to abide by the terms herein.*