



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

Nonprofit Status

1. Grantee will keep its tax-exempt status as a recognized 501(c)(3) and Section 509(a)(2) or 509(a)(3) organization current throughout the period of this grant 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 foundation; and
 - b. (b) limiting the use of the grant funds to the Grantee's authorized taxable purposes.
2. Grantee will notify the North Carolina Humanities Council in writing concerning a change or proposed change in the Grantee's tax-exempt status.
 - 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 grant monies cannot be or continue to be expended for the specific purposes.

If the Grantee's tax-exempt status changes, the North Carolina Humanities Council reserves the right to require that all remaining grant funds are immediately returned.

Use of Funds and Required Match

3. The grant is to be used solely for the project as described in Grantee's proposal and the purposes specified in this Grant Agreement. Any alternative use of funds must be authorized in advance in writing by the North Carolina Humanities Council, or funds must be returned.
4. Grantee must keep records of receipts and expenditures and make its books and records available to North Carolina Humanities Council at reasonable times.
5. The Grantee agrees to meet the **required award match (two-to-one)** either in cash and/or through in-kind services. We encourage grantees, when possible, to provide a larger match.
6. Any significant change in the project and/or organizational leadership **must receive approval** from the North Carolina Humanities Council.



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Regulatory Compliance Cooperation

7. Grantee will cooperate with the North Carolina Humanities Council in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the North Carolina Humanities Council to establish the fact that it has observed all requirements of the law with respect to this grant.
 - a. The CFDA number for this regrant is 45.129.
8. Grantee agrees to abide by the Council's grant guidelines and policies as outlined in the [Grant Proposals Guidelines](#) document.

Grant Reporting

9. Grantee agrees to submit electronic reports, as requested by North Carolina Humanities Council, on the interim and final status of the grant. If a report is required Grantee will receive an email notice and instructions for filing the report prior to the report due date.
10. Grantee must complete the online grant reporting form **no later than the due date noted**. No future grant requests will be considered until the assigned interim and/or final grant report(s) is submitted. There is no guarantee of future funding.

Recognition

11. The 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](#)
12. The Grantee agrees to provide time for brief remarks at the start of the event if a North Carolina Humanities Council staff member or trustee is able to attend the program

Miscellaneous

13. Invoices: Grantee shall submit its federally approved invoice itemized to the extent detailed in the approved budget to NCHC not more frequently than monthly. The invoices shall reference the Subcontract No. NCHC will make payment within 30 days of invoice. A final invoice must be received within 30 days after the completion of the project. (See "Award Details" for the three current installment dates and notify NCHC if any dates need to be adjusted).
14. Publishing: Grantee has the right to publish any of the results of the Research.
15. Period of Performance: The NCHC award amount is \$20,000 and the Project will begin on 10/01/2017. It will be completed by 09/30/2018. This period of performance will be subject to renewal or extension only by written approval of NCHC.
16. Liability: Grantee and NCHC will each be responsible and liable for its own employees.
17. License: If any material produced by employees of the Grantee during the course of the research program is in the nature of copyrighted works owned by the Grantee, then Grantee grants to NCHC a nonexclusive, royalty-free, nontransferable, nonsublicensable, non-commercial right and license to use for internal educational and research purposes.



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18. Termination: Each party may terminate this Agreement if circumstances beyond its control preclude continuation of its performance under this Agreement. Notification of termination shall be in writing¹. In addition, both Grantee and NCHC may terminate performance under this agreement at any time upon 60 days written notice to the other party. Upon receipt or issuance of a notification, each party will proceed in an orderly fashion to conclude the work, limit or terminate where possible, any outstanding commitments. NCHC agrees to reimburse the Grantee for all costs and noncancelable obligations incurred prior to receipt of termination notice.
19. Confidentiality: In the performance of the Research, it may be necessary for one party to disclose information that is proprietary and confidential to the disclosing party. All such information must be disclosed by the disclosing party in writing and designated as confidential or, if disclosed orally, must be identified as confidential at the time of disclosure and confirmed in writing and designated as confidential within thirty (30) days of such disclosure. Except as otherwise provided herein, for a period of five (5) years following the date of such disclosure, the receiving party agrees to use the confidential information only for purposes of this Subagreement and further agrees that it will not disclose or publish such information except that the restrictions of this §19 (a) do not apply to:
- Information that is or becomes publicly known through no fault of the receiving party; information learned from a third party entitled to disclose it; information already known to or developed by receiving party before receipt from disclosing party, as shown by receiving party's prior written records; information for which receiving party obtains the disclosing party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this Subagreement; information required to be disclosed by court order or operation of law, including, but not limited to, the North Carolina Public Records Law; or information that is independently developed by the receiving party's personnel who are not privy to the disclosing party's confidential information.*
- The receiving party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of confidential information disclosed hereunder.

¹ "In writing" is construed to mean either (1) hand written and delivered by hand or through the United States Postal Service to the persons responsible for the grant for the grantee and grantor, or (2) by electronic mail between the persons responsible for the grant for the grantee and grantor.



NORTH CAROLINA
HUMANITIES
COUNCIL

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

I Accept Grant Terms and Conditions

I Decline Grant Terms and Conditions

Project Director Name (Print)

Project Director Signature (sign, do not type)

Date

Fiscal Agent/Treasurer Name (Print)

Fiscal Agent/Treasurer Signature (sign, do not type)

Date