



MANY STORIES, ONE PEOPLE

**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 OR as a tax exempt governmental unit under Section 115(1) and Section 170(c)(1) 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 Council, or funds must be returned.
4. This grant has been made with federal funds and the CFDA number for this regrant is 45.129. Disbursements are subject to availability of federal funds.
5. Grantee must keep records of receipts and expenditures and make its books and records available to North Carolina Humanities Council at reasonable times.
6. The Grantee agrees to meet the **required award match (2-to-1)** either in cash and/or through in-kind services. We encourage grantees, when possible, to provide a larger match.
  - a. It is recommended that the Grantee track their match sources in detail. Match sources may include but are not limited to: staff and volunteer time, facilities, and other resources expended for the project.
  - b. Federal funds may not be used as match sources.

**Regulatory Compliance Cooperation**

7. For any significant change in the project and/or organizational leadership, including project director, treasurer/financial officer, or, if applicable, fiscal agent, the Grantee **must submit written notification and receive approval** from the North Carolina Humanities Council.



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8. 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.
9. Grantee agrees to abide by the Council's grant guidelines and policies as outlined in the [Grant Proposals Guidelines](#) document.

#### **Grant Reporting**

10. 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.
11. Grantee agrees to **notify the Council in writing in advance of the dates and locations of grant funded events** via their online Applicant Dashboard and the Grant Event Details report.
12. 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**

13. 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](#)
14. 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

#### **Agreement Expiration**

If this agreement is not signed and returned to the Council within 30 days after the issuing date, this agreement and the award provided for herein shall be null and void, in its entirety, as of the grant agreement due date. Any request for an agreement deadline extension must be submitted to the Council in writing prior to the agreement expiring.

#### **Signatures**

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

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Project Director Name (Print)

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Fiscal Agent/Treasurer Name (Print)

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Project Director Signature (do not type),      DATE

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