



THIS PROGRAM PARTNERSHIP MEMORANDUM OF UNDERSTANDING DETAILS THE RESPONSIBILITIES OF THE NORTH CAROLINA HUMANITIES COUNCIL AND YOUR ORGANIZATION (HENCE FORTH REFERRED TO AS "THE ORGANIZATION"), AND THE TERMS AND CONDITIONS OF THE PROGRAM PARTNERSHIP.

Nonprofit Status

1. 1. The Organization 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 project partnership and will comply with all applicable federal and state laws and regulations that govern the use of funds to the Organization. This includes but is not limited to:
 - 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. Limiting the use of the grant funds to the Organization's authorized taxable purposes.
2. The Organization will notify the North Carolina Humanities Council in writing concerning a change or proposed change in the Organization's tax-exempt status.
 - a. The Organization's federal tax status is revoked or altered;
 - b. The Organization has reasonable grounds to believe that its tax exempt status may be revoked or altered; or,
 - c. The Organization has reason to believe that these monies cannot be or continue to be expended for the specific purposes.
3. If the Organization's tax-exempt status changes, the North Carolina Humanities Council reserves the right to require that all remaining funds are immediately returned.

Use of Funds and Required Cost Share Match II

4. All Council funds are subject to a cost share requirement (i.e. the hosting organization must have a matching investment of 2:1 of the Council funds invested in the project). The cost share can come from any combination of cash or in-kind sources in support of the project. [For more details and examples of a cost share match please review these guidelines.](#)
5. The Organization must keep records of receipts and expenditures and make its books and records available to North Carolina Humanities Council at reasonable times.
6. The Organization agrees to meet and report the **required award match (two-to-one)** either in cash and/or through in-kind services. We encourage organizations, when possible, to provide a larger match.
 - o It is recommended that the Organization track their match sources in detail. The match sources may include but are not limited to: all staff and volunteer time, facilities used, and other resources expended for the project.



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- Federal funds may not be used as match sources

Use of Funds and Required Cost Share Match II

7. The funds awarded are to be used solely for the project as described in the Organization's proposal and the purposes specified in this MOU. Any alternative use of funds must be authorized in advance in writing by the North Carolina Humanities Council, or funds must be returned.
8. Any significant change in the project, organizational leadership, and budget allocation **must receive approval** from the North Carolina Humanities Council.

Regulatory Compliance Cooperation

9. The Organization 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 these funds.
10. The Organization agrees to allow the North Carolina Humanities Council to audit the Organization to review the organization's financial records to assure monies are being expended properly; and, if NCHC determines that funds are being misspent then it can take corrective action against the organization, up to termination of funding and demand for and return of any unspent funds still in the possession of the organization.

Program Partnership Reporting

11. The Organization agrees to maintain regular communication with Council staff about project logistics and coordination (including but not limited to, dates, venues, scholars etc.)
12. The Organization agrees to collaborate with the Council to provide any necessary content information for event promotion, including scholars' bios, photos, links to scholar's work or other relevant content.
13. The Organization agrees to submit electronic reports, as requested by North Carolina Humanities Council, on the interim and final status of the project. If a report is required the Organization will receive an email notice and instructions for filing the report prior to the report due date.
14. The Organization must complete the online reporting form **no later than the due date noted**. No future funding requests will be considered until the assigned interim and/or final report(s) is submitted. There is no guarantee of future funding.

Recognition and Publicity

15. The Organization 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](#)



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[Publicity Guidelines for the Journalism and Media Literacy: Fostering Informed Citizens special initiative.](#)

16. The Organization 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

North Carolina Humanities Council Contribution

As a MOU partner to this project, the Council agrees to provide the following:

1. Assistance with program planning, design, and implementation
2. Social media publicity and a sample communication guide including marketing and PR guidelines for partner use
3. Program evaluation tools
4. Access to community resources, including scholars, advisers and opportunities to collaborate with other organizations to increase the impact of all collaborators
5. Funding support as describe under "Payments" below.

Payments

By this agreement, the Organization will receive of funding in the amount listed in the award details section of their Applicant Dashboard. If applicable, for any questions regarding installment payments as listed in the award details please contact NCHC staff.

- Please note, the Cash Request form and a valid W-9 Form must be submitted via your Applicant Dashboard to request payment disbursements.
- All invoices will be paid within **30 days of receipt.**

Duration

This MOU Agreement becomes effective upon signature by the Organization's authorized official(s) and will remain in effect until modified or terminated by any one of the partners by mutual consent or until the completion of promised services.

In the absence of mutual agreement by the authorized officials from this MOU Agreement shall end 30 days from issuance.

Acceptance of Terms & Conditions

This funding is conditional upon the Organization's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Funding Terms and Conditions" below the Organization agrees to accept and comply with the stated terms and conditions of this award.

I Accept Grant Terms and Conditions

I Decline Grant Terms and Conditions



NORTH CAROLINA
HUMANITIES
COUNCIL

MANY STORIES, ONE PEOPLE

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