

# Approval of Grant Application and Agreement to Provide Funding



Grant Number:  
Grantee:  
Project Title:  
Authorizing Official:  
Project Director:  
Fiscal Agent:  
Grant Period:  
Final Report Due:  
Records must be kept until:  
Humanities Montana Grant Amount:  
Special Conditions/Restrictions:

THIS AGREEMENT is entered into on \_\_\_\_\_ by and between Humanities Montana, and \_\_\_\_\_, hereinafter the "Grantee."

I. PURPOSE OF FUNDING. Humanities Montana hereby agrees to provide funding to the Grantee for use solely for the purposes outlined in the grant application entitled \_\_\_\_\_ submitted by the Grantee. The grant proposal is incorporated by reference into this agreement. This offer is made contingent upon Humanities Montana's receipt of funding from the National Endowment for the Humanities for the current fiscal year. The Grantee hereby accepts the funding for the sole purposes listed in its grant proposal. Both Humanities Montana and the Grantee recognize that each is bound by all the terms and conditions which are listed and referenced in this Agreement. The Grantee specifically acknowledges that it has read and understood the following terms and conditions and agrees to be bound by them.

II. PAYMENTS. Unless a smaller amount is requested by the grantee, Humanities Montana will advance ninety percent (90%) of the grant amount to the grantee upon return of this signed agreement. The remaining ten percent (10%) is withheld and will be paid to the grantee upon receipt of a complete final financial report, written program evaluation, and program narrative in such format as specified by the Humanities Montana grant instructions. The total payment by Humanities Montana to the Grantee will not exceed the specified grant amount or the amount set forth in any written modification of this Agreement.

III. LIMITATIONS ON THE USE OF GRANT FUNDS. Grant funds may be expended only for project purposes and activities as set forth in the grant application budget or as subsequently modified. A Grantee's request for any budget modification must be made in writing and approved by Humanities Montana before any expenditures differing from the original grant award are paid from funds provided by Humanities Montana. The types of modifications which require approval include: (A) changes in project scope, purpose or activity; (B) changes in the project director or other key professional personnel identified in the grant application; (C) changes in any project budget line which exceed ten percent (10%) of the total budget, or five hundred dollars (\$500.00) whichever is greater; (D) changes which introduce or eliminate types or categories of expenditures; (E) changes in duration of grant period (these changes must be submitted at least thirty (30) days prior to the termination of the grant period); (F) decreases in the level of cost sharing cash; and (G) decreases in the level of cost sharing in-kind.

IV. MISAPPLIED AND UNCOMMITTED GRANT FUNDS. In cases where grant funds are determined by Humanities Montana to have been misapplied by a Grantee, Humanities Montana has an ownership interest in all such funds or property acquired through the use of such funds. Misapplied funds shall be repaid to Humanities Montana. Grant funds remaining uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Humanities Montana.

V. PROJECT INCOME. All income earned by the Grantee with respect to grant funds or as a result of the conduct of the grant project must be accounted for and reported to Humanities Montana. Any such income is to be used by the grantee to further the purposes of the grant program. If the income cannot be used, it is to be paid by the Grantee to the Humanities Montana for regranting purposes. Unless specified otherwise in the grant application or special conditions of this agreement, Humanities Montana should share in program income based on its level of funding for the project in relation to other supporters of the project. Examples of sources of such income would include, but not be limited to, sale of publications, registration fees, and service charges or fees.

VI. FEDERAL REQUIREMENTS. Funds granted for this project are provided, all or in part, by the National Endowment for the Humanities. NEH and other Federal requirements, constraints, and certifications applicable to this agreement and these funds are found at <http://www.humanitiesmontana.org/cert.pdf>. By signing this agreement, grantee agrees to read and comply with these requirements, in addition to those contained in this agreement.

VII. REPORTS AND RECORDS RETENTION. The grantee shall submit, within ninety (90) days after the termination of the grant period, a final financial report, a program evaluation, and a written descriptive report stating what was accomplished with this grant support. Financial records must be kept for inspection and/or audit for a period of five years following the submission of the final report. Financial records include receipts documenting actual expenditures, signed statements documenting the provision of in-kind goods and services, payroll statements, vouchers, invoices and bills, covering all receipts and expenditures of grant funds, matching funds, and project income. The Grantee recognizes the right of the Federal Government, or Humanities Montana, or their designee to make a full audit of the Grantee's records relating to this grant.

VIII. PUBLICATION AND ACKNOWLEDGMENT OF HUMANITIES MONTANA AND NEH SUPPORT. Humanities Montana and NEH should be clearly designated as the sponsor of the project in any publication supported by the project (print or electronic), publicity related to the project, publication of the results of the project, or tangible result of project activity, such as productions, displays, or exhibits. To the maximum extent practicable, publicity and publications should include the Humanities Montana logo and the following acknowledgment: "This project is funded in part by a grant from Humanities Montana, an affiliate of the National Endowment for the Humanities." In all such publicity and publications, the Grantee specifically agrees to include the disclaimer that the findings and conclusions of the grant activity do not necessarily represent the views of Humanities Montana or the National Endowment for the Humanities. When Humanities Montana provides over half of the cash funding for a project, its name must be displayed on publicity materials in a size as large as that for the Grantee. At least three (3) copies of any publication (print or electronic) must be furnished to Humanities Montana. The opening remarks of any event funded in whole or in part by the must include acknowledgment of Humanities Montana and NEH support and all participants paid in whole or in part with grant funds must be informed that their honoraria are made possible by a grant from Humanities Montana and the National Endowment for The Humanities.

IX. TERMINATION OF GRANTS. Humanities Montana may, at its discretion, and at any time, terminate, on thirty (30) days written notice, any grant, in whole or in part, after consultation with the Grantee. Such termination shall not affect any commitment which, in the judgment of Humanities Montana, had become firm prior to the effective date of the termination. The Grantee agrees to furnish Humanities Montana, within ninety (90) days of the date of the termination, an itemized accounting of funds expended, obligated and remaining under the grant. The Grantee also agrees to remit, within thirty (30) days upon the receipt of a written request therefore, any amount found due. The Grantee further understands that Humanities Montana may terminate its obligations under this Agreement where the Grantee has failed to comply with the terms and conditions as outlined herein. Such termination for failure to abide by the conditions of this Agreement shall become effective immediately upon the receipt of notice of termination by the Grantee.

X. EMPLOYEE BENEFITS, STATUS, AND TAX REPORTING. The Grantee agrees to provide, or assure that unemployment insurance and workers' compensation insurance is provided for project employees. The Grantee also agrees to comply with all state and local tax and employment, laws, rules, and regulations applicable to employees paid from grant funds. The Grantee further agrees to report, as required by law, all wages, fees, and non-employee compensation to the appropriate local, state, and federal tax authorities. The parties hereto understand that any project staff and resource people are not employees of Humanities Montana but are employees of the Grantee.

On behalf of the Grantee, I accept this grant and agree that the Grantee will abide by the provisions of my grant application, and this agreement, including, specifically, the Federal requirements referenced in Section VI.

By \_\_\_\_\_  
Authorizing Official's Signature

Date \_\_\_\_\_

By \_\_\_\_\_  
Project Director's Signature

Date \_\_\_\_\_

HUMANITIES MONTANA, 311 Brantly Hall, Missoula MT 59812

By \_\_\_\_\_  
Executive Director's Signature

Date \_\_\_\_\_

<b><u>For Office Use Only</u></b>	
Fund:	100
G/L:	6010
Source:	_____
Function:	660
Project:	_____
Description:	_____
Amount:	_____
Date:	_____