



## **DC Oral History Collaborative Partnership GRANT CONDITIONS**

### **“Extension” Grant**

The grantee agrees to administer the grant in compliance with the following provisions, in addition to any special provisions incorporated in the award of the grant. Grantees should understand that acceptance of an award creates a legal duty on the part of the grantee to use the funds in accordance with the terms of the proposal and the following provisions and conditions:

#### **1. GENERAL GRANT PROVISIONS**

##### **A. Responsible Party Status**

The grantee certifies that it/she/he is a “responsible party” defined as “the organization, institution, or individual financially and legally responsible for the successful execution of the proposed grant activities, stewardship of the disbursed funds, delivery of the final product(s), and submission of the final report.” It is the responsibility of the grantee to notify HumanitiesDC of any changes in this status.

##### **B. Equal Opportunity**

The grantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment.

Acceptance of this agreement signifies full compliance with Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or action receiving funds from HumanitiesDC.

##### **C. Project Reporter**

Grantee agrees to designate a specific person to keep a written record of project planning and activities to become the property of HumanitiesDC. This record, as well as being a narrative report 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.

D. Notification of Project Activities

The Grantee agrees that the Project Director will notify the HumanitiesDC office of the specific dates of all public project activities and events. Such notification should be made early enough (preferably at least two weeks before the event) to enable a HumanitiesDC representative to attend the scheduled activity. All notices should be sent to Jasper Collier at [jcollier@wdchumanities.org](mailto:jcollier@wdchumanities.org).

E. Collection and Use of Information

1. In all publicity and in all productions, exhibits, displays, etc., grantee shall specify that the program is funded or made possible by a grant from the DC Oral History Collaborative; in brochures, fliers, and announcements, the DC Oral History Collaborative shall be further identified as a partnership of HumanitiesDC, the Historical Society of Washington, D.C., and the DC Public Library.

3. The grantee may publish works based on the results of grant activity provided that such publications contain in an appropriate place, a statement that the interpretations, conclusions, etc., do not necessarily reflect the view of the DC Oral History Collaborative, HumanitiesDC, the Historical Society of Washington, D.C. or the DC Public Library.

4. Copyright: All materials resulting from grant activities including: recorded interviews, transcripts, and associated historical memorabilia must be delivered, without restrictions (except those related to specific content and imposed by interviewees) to the DC Public Library. Grantees must submit signed deed of gift documents transferring non-exclusive copyright to the DC Public Library for each recorded interview.

F. Indemnification

Grantee shall hold HumanitiesDC and its partner organizations harmless and defend and indemnify them against all claims, actions, liability, damage, loss and expense by reason of injury or death to any person or persons or damaged property arising or alleged to have arisen from the acts or omissions of grantee, its employees, agents, and sub-contractors.



G. Modifications

Only the Executive Board of HumanitiesDC is authorized to modify any of the major terms of these conditions, including the scope of performance and the cost limitations herein established. HumanitiesDC shall not be liable for any costs incurred by grantee which are not in conformance with the grant award.

H. Project Income

No part of the grant may be used for income generating purposes.

I. Regrant Agreement Documents

Along with any stated Special Provisions pertaining to this grant, the proposal and budget submitted by the grantee, as amended, are attached and made a part of this agreement.

J. Termination of Grants

If HumanitiesDC should ascertain that the general provisions or special conditions of the grant award are not being met, it will inform the grantee through the HumanitiesDC Executive Board or staff. Continued disregard of such notification and failure to conform to the project as approved or to HumanitiesDC guidelines can result in a termination of the grant and a further demand for restitution of HumanitiesDC funds.

**2. FINANCIAL GRANT PROVISIONS**

A. Accounting Records

The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds.

The grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit. Any audit may be made at any time by HumanitiesDC, its designated representatives, or any applicable agency of the United States Government.



The grantee will maintain all such records and accounts for this project for a period of not less than five years after acceptance of its final project report, and will forward copies of such records and accounts as required by the final report to HumanitiesDC upon completion of the project.

B. Funds Disbursement and Progress Reports

Funds will be disbursed in two payments. The first payment will be disbursed when the grantee signs the conditions document. The second payment will be submitted no later than thirty days before the end of the grant period provided that the grantee has adhered to these any any other conditions imposed by HumanitiesDC. Grantees are required to submit a final report due no later than thirty (30) days after the end of the grant period.

1. Final Report

All grantees agree to submit a final report, within thirty (30) days of the termination of the grant period. All reporting and evaluation for a grant project must be completed and submitted per the grant conditions prior to any and all requests for additional funding from HumanitiesDC. Failure to comply with the requirements will disqualify the grantee from receiving future funding from HumanitiesDC.

C. Limitations on the Use of Grant Funds

1. Grant funds must be obligated by September 30, 2019. Funds should not be expended until the award agreement has been executed.
2. Grant funds may be expended only for project purposes and activities as set forth in the budget and proposal originally approved by HumanitiesDC, or as subsequently amended in writing and approved by HumanitiesDC.

Proposed amendments must be submitted by the grantee's project director for written approval. Significant changes requiring such action include:

- a. Changes of project scope, purpose of activities.
- b. Changes in the project director or other key professional personnel identified in the approved application.



- c. Changes in the project budget that introduce or eliminate types or categories of expenditures .
- d. Changes in duration of the grant period. (Such changes must be required at least 30 days prior to the termination of the grant period.)

3. No funds from this grant will be used to pay indirect costs commonly referred to as overhead.

4. No funds from this grant will be used to purchase permanent equipment unless specifically authorized by HumanitiesDC in the approved budget.

Title to equipment purchased with grant funds will be vested in the grantee organization subject to the condition that the grantee continue to use the equipment for approved activities in the humanities and subject to HumanitiesDC's right to request title and possession within 120 days of the end of the grant period.

5. 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 activities.

6. No funds from this grant will be used to pay the costs of any meals aside from the necessary travel expenses of program personnel reimbursed under an official travel policy.

7. Necessary travel expenses will be allowed at a rate not to exceed 50 cents per mile for privately owned automobiles and reimbursement for actual expenses other than mileage. Such expenses must be reasonable and may be disallowed if excessive. If necessary, air travel will be allowed, but must be at economy or coach rates, if available.

8. Any portion of grant funds to be used for the duplication of one thousand or more copies of materials or for any printing costs must be specifically authorized in your award budget.

9. Funds remaining uncommitted at termination of the grant period must be returned with the final financial report by check payable to HumanitiesDC.



### *DCOHC Partnership Grants Special Provisions*

1. Grant funds awarded under this program are to be used solely for activities related to the collection, documentation, and preservation of new oral history interviews.
2. Grantees will submit all materials related to their funded oral history project to the DC Public Library for potential inclusion in its Special Collections Archive. This includes, but is not limited to: recorded interviews, indexes, transcripts, deed of gift forms, and photographs of interviewees.
3. The Deed of Gift form must transfer non-exclusive copyright to the associated recording to the DC Public Library. Though grantees are encouraged to submit recordings without restrictions, interviewees may place certain, time-limited restrictions on access.
4. The grantee is obligated to submit all audio or visual materials in an uncompressed digital format. Preferred formats include: .WAV for audio; .MPEG for video; and .TIFF for images. Spreadsheets should be submitted in .CSV format while scanned or typed documents should be submitted in .PDF format.
5. Grantees will devise a schedule of regular meetings with the DC Oral History Collaborative's oral history consultant. The schedule will include, at a minimum, monthly check-in calls with the consultant during the grant period. The consultant will advise on all grantee projects and provide best practices support as necessary.
6. Grantees agree to participate in DC Oral History Collaborative promotional opportunities including: conferences, film and print advertisements, public showcases, and speaking engagements.
7. Grantees agree to submit a final financial and evaluative report along with their final products package no later than 30 days following the end of the grant period (grant period ends September 30, 2019; reports and products due October 30, 2019).
8. Failure to comply with any part of the grant conditions document, the conditions found in the online conditions form, or the preliminary conditions agreed to during the proposal stage may obligate the grantee to return the distributed grant funds in full and would disqualify the responsible party from applying for future funding from HumanitiesDC.
9. The grantee is not and shall not hold itself out as an agent or representative of HumanitiesDC or its partner organizations, and shall take no steps to obligate HumanitiesDC or its partner organizations to any other party. The grantee may not assign any of its rights or obligations hereunder.
10. In accepting this grant, the grantee agrees to indemnify and hold HumanitiesDC and its partner organizations harmless from and against any claims, demands, actions, liabilities, losses, and expenses arising out of or in connection with grantees including:



- a. Violation of Title VI of the Civil Rights Act of 1964 or other applicable equal opportunity laws or regulations;
- b. Assumption of any debts or obligations toward third parties;
- c. Infringements of any copyrights or the invasion of privacy or the defaming of any person or any obscene or other unlawful matter contained in and related to the project;
- d. Acts or omissions resulting in injury or death to any person or persons or damage to any property arising out of or related to the project.

These conditions are signed via e-signature within the HumanitiesDC grant portal.