

GRANT CONDITIONS APRIL 2024

Eligibility to Receive a Grant

A. Organization Must Have Non-Profit Status

The grantee certifies that it is a group defined as "any non-profit society, organization, institution, association, museum, house of worship, public charter school, or establishment in the United States, with a valid 501(c)3 IRS letter determination." The grantee must notify HumanitiesDC of any changes in this status.

A grantee that serves as a fiscal sponsor must also have non-profit status. A fiscal sponsor bears the risk of an individual grantee if they default on their financial responsibility. A fiscal sponsor is eligible to submit more than one application per grant.

B. Compliance with D.C. Regulations

(1) A grantee must obtain a Citywide Clean Hands (CCH) certificate, which demonstrates the entity is current on all taxes and liability owed to the District of Columbia government.

(2) By signing the conditions document and accepting the funds, the grantee certifies that the organization is in compliance with subsection (3) of this section.

(3) Eligibility Requirements include:

- a) Requirements outlined in the applicable Request for Proposals for this grant program;
- b) Title VI of the Civil Rights Act of 1964;
- c) Title VII of the Civil Rights Act of 1964;
- d) Title IX of the Education Amendments of 1972;
- e) Section 504 of the Rehabilitation Act of 1973;
- f) the Americans with Disabilities Act;
- g) the Age Discrimination Act of 1973;
- h) the Labor Standards under Sections 5(i) and 7(g) of the National Foundation of the Arts and Humanities Act of 1965; and
- i) the regulations issued pursuant thereto by the National Endowment for the Humanities (Code of Federal Regulations, Title 45, Chapter XI).

(4) The accepting grantee also certifies the sponsoring organization or individual applicant is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs in violation of the regulations implementing Executive Order 12549 "Debarment and Suspension."

Project Staff Roles

The project bookkeeper may not be the same person as the project director or project scholar. This separation of duties maintains internal controls for finances. The bookkeeper should be an employee or independent contractor of the sponsoring organization.

Reporting and Notifications

A. Notification of Project Activities

The grantee will notify HumanitiesDC of the specific dates of all public project activities and events at least two (2) weeks in advance.

The grantee will notify HumanitiesDC of any change in the project director or other key professional personnel identified in the approved application.

B. Copies of Materials

HumanitiesDC may request that a grantee provide digital copies of any media product or publication for use in furthering HumanitiesDC programming.

C. Reports

Each grantee must submit an interim report and/or participate in an interim check-in as specified in the RFP and submit a final report. The interim report and/or check-in call includes updates about financial status and identifying any problems that HumanitiesDC should be aware of.

The final report is due 30 days after the end of the grant period for CAH-funded projects, and 90 days after the end of the grant period for NEH-funded projects. Failure to comply with reporting requirements might disqualify the grantee from receiving future funding from HumanitiesDC.

Rights, Credits, Disclaimers and Project Income

A. Equal Opportunity

The grantee shall not discriminate against any employee or applicant for employment, with respect to his hire, tenure, terms, conditions, or privileges of 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.

B. Credits and Disclaimers

- (1) In all publicity and in all productions, exhibits, displays, etc, a grantee shall specify that the program is funded or made possible by a grant from HumanitiesDC. HumanitiesDC shall be further identified as a partner of the DC Commission on the Arts and Humanities.
- (2) All media products must acknowledge HumanitiesDC support. All products should also include a disclaimer that the statements, conclusions, and views presented in the film, tape, or other media product do not necessarily represent the views of HumanitiesDC.
- (3) The grantee may publish the results of grant activity as long as the publication acknowledges the Humanities DC grant support and states that the findings, conclusions, etc., do not necessarily reflect the view of HumanitiesDC.

C. Copyright and Use of Information

- (1) Ownership and copyright shall be vested in the Grantee or producers, as established among the interested parties. HumanitiesDC is to be informed of the terms of any such arrangement.
- (2) Grantee represents and warrants to HumanitiesDC that the work product arising out of HumanitiesDC is the original work product of Grantee or of subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights.
- (3) HumanitiesDC reserves a royalty free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use any products, including copyrighted materials, arising out of HumanitiesDC grant activities, and to authorize others to do so. This use of copyrighted materials is not intended to interfere with or disadvantage Grantee in the sale or distribution of the product. However, all such property produced by the Grantee shall be available for use by the public for non-commercial purposes including, but not limited to, research and education. HumanitiesDC will not sell or distribute these materials for profit or distribute them to profit-making or public broadcasting agencies. This section shall survive the termination of this Agreement.
- (4) All final products collected as part of the DCOHC and DCOHC Extension grant programs will be made available to the DC Public Library for accession to their Special Collections. Awarded grantees will retain the shared rights with HumanitiesDC and the DC Public Library to retain copies, publicly distribute, and publish derivative works based on the materials they collect.

D. Project Income

The Grantee may earn or receive income from the sale of products (books, CDs, films, for example) arising out of HumanitiesDC grant activities, or from royalties based on the use of these products. HumanitiesDC's expectation is that such income will be used by the Grantee organization for purposes that are consistent with the goals set forth in the proposal to HumanitiesDC: that is, for research and educational purposes, and to promote public understanding of the humanities.

E. Representations

- (1) The grantee does not and shall not say it represents HumanitiesDC nor obligate HumanitiesDC to any other party.
- (2) In cases where the grantee collects information from the public (as by interview or questionnaire) in connection with grant-funded research, the grantee may not represent that the information is being collected by or for a federal agency or local government agency.

Financial

A. Match

There is no match requirement.

B. Approval of Budget Modifications

- (1) HumanitiesDC must approve, in writing, proposed financial amendments. Changes requiring such approval include:
 - a) Changes in the project budget that introduce or eliminate types or categories of expenditures, and
 - b) Any planned budget variations greater than 25% in any one budget category.

C. Disbursement and Uses of Funds

- (1) The grantee cannot use funds from this grant to pay indirect costs, commonly referred to as overhead, unless specifically approved by HumanitiesDC. The exception to this condition is when the grantee is a fiscal sponsor organization. In this case, a sub-grantee can designate up to 10% of their budget toward the overhead costs of the fiscal sponsor.
- (2) The grantee cannot use funds from this grant to purchase permanent equipment unless specifically authorized by HumanitiesDC.
- (3) The grantee cannot use funds from this grant to pay for any alcoholic beverages, food, entertainment, social activities, coffee and other refreshments, or any related activities.

- (4) The grantee cannot use funds from this grant to pay for any meals aside from the necessary travel expenses of program personnel reimbursed under an official travel policy.
- (5) Necessary travel expenses will be allowed at a rate not to exceed the current IRS reimbursement rate for privately-owned automobiles and reimbursement for actual expenses other than mileage. If necessary, air travel will be allowed, but must be at economy or coach rates, if available.
- (6) The grantee agrees to take full responsibility for the distribution of his or her award to cover both their own costs and the costs of presenting their public program, if applicable. HumanitiesDC will not be liable for any expenses incurred by awarded grantees.
- (7) Funds remaining uncommitted at termination of the grant period must be returned with the final financial report electronically or by check payable to HumanitiesDC.

Approval of Project Modifications

- A. HumanitiesDC must approve, in writing, proposed non-financial changes to a project, including:
 - (1) Changes of project scope, purpose of activities.
 - (2) Changes in the project director or other key professional personnel identified in the approved application.
 - (3) Changes in duration of the grant period.
- B. Such changes must be requested at least 45 days prior to the termination of the grant period, unless otherwise stated in the grant RFP or approved in writing by HumanitiesDC Grants Staff.

Documentation and Reporting

- A. The grantee agrees to maintain financial records and accounts to assure proper disbursing of, and accounting for, project grant funds. The grantee also agrees to separate the responsibility of maintaining financial records from the project director or project scholar's roles.
- B. The grantee certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit a third-party audit by HumanitiesDC, its designated representatives, or any applicable agency of the United States Government or a local government.

- C. 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. It will submit copies of such records and accounts as part of the final report.

If grantee determines it cannot fulfill the terms of the grant, it must return all monies spent and unspent within 30 days of notification of termination. Funds may be returned using one of the following two methods:

1. Mail a check (with a cover note) to HumanitiesDC, 1804 T Street NW, Washington, DC 20009
2. Send funds electronically. Please contact grants@humanitiesdc.org for electronic transfer instructions.

Termination of Grants dc

If HumanitiesDC should determine that the general provisions or special conditions of the grant award are not being met, it will inform the grantee of its determination. 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.

Indemnifications

In accepting this grant, the grantee agrees to indemnify and hold HumanitiesDC harmless from and against any claims, demands, actions, liabilities, losses, and expenses arising out of or in connection with grantees due to:

- 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. Any costs incurred by grantee which are not in conformance with the grant award;
- D. 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;
- E. 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.