

GENERAL GRANT REQUIREMENTS

The following requirements, in addition to any special conditions incorporated in the Grant Agreement letter (hereinafter called the Agreement), are legally binding upon recipients of grants from the South Dakota Humanities Council (SDHC) under its grant from the National Endowment for the Humanities (NEH). In the event of a conflict between these requirements and any special conditions of the Agreement, the terms of the Agreement govern. By signing the Agreement, the applicant organization agrees to these provisions:

I. Definition and scope of project. The grantee agrees to carry out the humanities program outlined in the proposal. Grantees should **use the funds in accordance with the terms of the proposal**. The purpose of this relationship between the SDHC and grantee is to transfer humanities funds to the recipient to accomplish public support for humanities activities.

II. Non-profit status. The SDHC is authorized by NEH to make grants to groups. A “group” is defined to include any State or other public agency, and any non-profit society, institution, organization, association, library, museum, or establishment in the United States. By accepting this grant (unless it is a grant to an individual) the recipient warrants itself to be a “group” qualified under the above definition. It is the responsibility of the grantee to notify the SDHC of any change from this status. All grants are based on anticipated real costs and make no provision for any profit or increment above costs to the grantee.

III. Certifications

Certification regarding Nondiscrimination Statutes

The applicant (other than an individual who submits an application to the SDHC) certifies that it will comply with the following nondiscrimination statutes and their implementing regulations:

- A. Title VI of the **Civil Rights Act** of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance;
- B. Section 504 of the **Rehabilitation Act** of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance;
- C. Title IX of the **Education Amendments** of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance;
- D. The **Age Discrimination Act** of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance; and
- E. The **Americans with Disabilities Act** of 1990 (42 U.S.C. 12101-12213) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III).

Certification regarding Lobbying

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Applicant Transactions (45 CFR 1169)

- A. The applicant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)* contained in 2 CFR Parts 180 and 3369 apply to this award.
- B. Where the applicant is unable to certify to any of the statements in the certification, such prospective applicant shall attach an explanation to the grant proposal.

IV. Cash requests. After we receive your signed contract letter, we will mail the first installment of the grant award (90%) to your fiscal agent. The remaining balance (10%) will be sent after the approval of your final financial and evaluation reports.

V. Limitations on the use of grant funds. Grant funds may be expended only for project purposes, activities, and resource personnel set forth in the narrative and budget as originally approved or subsequently amended. Grantees may transfer funds among direct cost categories other than training, provided the scope or objectives of the project have not changed. **Proposed amendments beyond the initial award, and/or program changes, must be submitted by the grantee's authorizing official for written approval from the SDHC. Grantees must seek approval for budget changes that involve the addition or deletion of budget items, the inclusion of costs that were specifically disallowed by the terms of the grant award, or the transfer of funds allotted for training purposes such as participant stipends and fellowship awards.**

Commitment of grant funds, and of such matching funds as are required, must be incurred during the grant period. Such commitments relate to goods or services provided and used within the grant period. Funds remaining uncommitted at the termination of the grant period must be returned with the final financial report by check payable to the SDHC.

VI. Project income. All income earned by the grantee as a result of conducting a grant project (sale of publications, registration fees, service charges, etc.) must be accounted for and used by the grantee to offset the grantee's total allowable costs on a funded project to determine net allowable costs, use as income allocated to the grantee's cost share, or cover additional project costs. Income earned after the project completion date is to be paid by the grantee to the SDHC proportionate to the council's funding of the project. Grantees receiving funds for media programs that have the potential of making a profit must sign a separate media agreement with SDHC. This provides that a percentage of the net profits on sales are paid to SDHC, not exceeding the amount granted by the Council to support the project.

VII. Non-allowable costs to grant funds. Only those costs set forth on the approved project budget are allowable. The following list of such special items is not intended to be a comprehensive statement of all non-allowable costs. In the event of a conflict between the general standard below and any special provisions in the grant letter, the special provisions should govern.

- A. **Capital items.** Using SDHC funding for capital items such as land, buildings, automotive equipment, office equipment, etc. are not allowed. Generally, no permanent supplies or equipment may be purchased with grant funds.
- B. **Entertainment.** Costs incurred for amusement, social activities, entertainment, and any related items such as meals, lodging, transportation, and gratuities are unallowable.
- C. **Excessive printing and duplication.** Grant funds shall not be used for printing or duplication of large numbers of copies unless it is a necessary part of the proposal authorized.

VIII. Allowable Costs. The allowability of costs and cost allocation methods for work performed under an NEH general support grant to a state humanities council shall be determined in accordance with OMB Circular A-122, *Cost Principles for Nonprofit Organizations* (2 CFR Part 230). When funds are regranted by a council, one of the following sets of cost principles will apply:

- A. **OMB Circular A-21 (2 CFR Part 220)** for awards to public and private institutions of higher education.
- B. **OMB Circular A-122 (2 CFR Part 230)** for awards to nonprofit organizations that are not institutions of higher education.
- C. **OMB Circular A-87 (2 CFR Part 225)** for awards to state, local, and federally recognized Indian tribal governments.

IX. Indirect Costs. SDHC will honor valid federally negotiated indirect cost agreements (NICRA) for Project Administration if the applicant organization can provide a copy of the NICRA for review along with the application. This NICRA must be current, not expired, and the effective date for the rate must be applicable to the period of the grant. NEH activities most regularly fall within “Other Sponsored Activities” under the “Applicable To” column on the NICRA. Applicant organizations may not apply a research rate to their indirect costs. If an event is scheduled to occur off campus, the applicant organization is advised to read the definition of “off campus” that is provided in their individual rate agreement, since this definition varies and is sometimes very specific.

If the applicant organization chooses to not use the full indirect cost rate, as an SDHC expense, or to waive the indirect cost rate, they may include this as a third-party cash contribution. The grantee in turn stipulates that the amount provided as a cash contribution is in keeping with its normal procedures for computing such costs.

If the applicant organization does not have a NICRA, they may elect to include no more than 10% of the SDHC subtotal for Project Administration.

X. Grant accounting, records, and reports. The grantee shall maintain separate records and accounts for the grant consistent with generally accepted accounting principles and shall provide for fiscal control and accounting procedures necessary to assure proper disbursement of and accounting for grant funds. Accounts and supporting documentation relating to expenditures shall be adequate to permit an accurate and expeditious audit.

If project scholars and/or other personnel are employees of the applicant organization, the stipend awarded to them must be documented separately from their regular pay. Furthermore, if documentation is shown through a line item on a pay stub, any sensitive employee information should be redacted before submitting the document.

The grantee shall maintain records to demonstrate that matching contributions are not less than the amount proposed in the application. The amount of grantee contributions is subject to audit. Maintenance of objective evidence of in-kind contributions regarding both type and value is required. A form for recording in-kind contributions will be furnished to grantees with these requirements. These in-kind records should be maintained for audit as though they were records of cash disbursements.

At the conclusion of the grant period, grantees must submit a final financial report with all supporting financial documents, several sets of evaluations, and any promotional and supporting material related to the grant project. Budget and evaluation forms will be provided by the SDHC. If clarification is needed, please call our office at 605-688-6113 or email melinda@sdhumanities.org.

The SDHC may inspect and audit the grantee’s financial accounts and records, payroll, vouchers, invoices, and bills, or may designate a qualified person to do so on its behalf, at any time during reasonable business hours and with such frequency as may be deemed necessary. Inspection and audit may include pre-disbursement visits to determine the adequacy of the grantee’s accounting system. In addition, NEH and the United States General Accounting Office may conduct inspections and audits when and to the extent deemed advisable.

Financial records (including all supporting documentation) must be kept on file for a minimum of three years following the submission of the final financial report for the grant. The required retention period may be extended by written notification from either the SDHC or NEH.

PLEASE NOTE: *It is intended that the Final Financial Report enclosed with these conditions will be adhered to by all grantees administering their grant from the SDHC.*

XI. Visitation. SDHC may evaluate any project by visitation by its staff, members, or duly appointed evaluators. The grantee shall provide brochures, programs, and similar publicity to the Executive Director of the SDHC for distribution to such evaluators. Registration fees and other charges for SDHC funded programs must be waived for SDHC members, staff, and other evaluators.

XII. Credit to SDHC and NEH. In all publicity including brochures, fliers, news releases, and other announcements, **the grantee shall specify that the program is funded by a grant from the South Dakota Humanities Council, an affiliate of the National Endowment for the Humanities.**

XIII. Insurance. SDHC undertakes no responsibility for members of grantee's staff (full or part-time); consultants, instructors, or others hired on an honorarium basis; members of audiences at events funded by the grant; premises or property occupied by the grantee or used by it for events included in the project; or any other person or property involved in the grant. The grantee undertakes to make necessary provision for appropriate insurance coverage.

XIV. Equipment and title to property. Title to equipment purchased with SDHC funds will be vested in the grantee organization subject to the condition that the grantee continues to use the equipment for the purposes of activities in the humanities, and subject to SDHC's right to request title and possession (to the extent of its contribution toward the purchase price) within 120 days following the close of the grant period.

XV. Collection of information. The grantee may collect information from the public in connection with a research or other general purpose project on its own initiative. The grantee must not, without prior approval from the grantor, in any way, represent that the information is being collected by or for the SDHC or NEH.

XVI. Publication and acknowledgment of funds. The grantee may publish the results of grant activity provided that such publications (written, visual, or sound) contain an acknowledgment of the SDHC and NEH grant support. Publications must include in an appropriate place the statement that "The findings, conclusions, etc. may not necessarily represent the view of either the South Dakota Humanities Council or the National Endowment for the Humanities." At least three copies of such publications must be furnished to the SDHC. In cases where the expense of such copies would be high, the Council will provide suitable recompense. Any tangible result of grant activity (productions, displays, exhibits, etc.) must bear an acknowledgment of support by SDHC and NEH.

XVII. Copyright, Patents, and Rights to Data. The grantee may copyright any work that is subject to copyright and was developed or for which ownership was purchased under a grant or contract. The NEH reserves for federal government purposes a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work, and authorize others to reproduce, publish, or otherwise use the work.

Grantees are subject to any applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR 404.14. Copies of the standard patent rights clause may be obtained by writing to the SDHC offices in Brookings.

The SDHC and NEH shall have unlimited rights to data first produced under a grant, as specified in the terms of this condition, except as provided in the first paragraph in this section. They also reserve the right to receive, reproduce, publish, or otherwise use such data for federal purposes.

XVIII. Labor Standards. All grantees must comply with the labor standards set forth in “29 CFR Part 505,” and the applicable Department of Labor regulations. If a grantee employs professional performers and related or supporting professional personnel under a grant, the grantee is required **to notify** SDHC that these employees will be compensated according to rates for persons employed on similar activities (e.g., union or guild rates) and **to request** a “Labor Standards” form to be signed by the grantee and returned to the SDHC. Copies of labor regulations may be obtained from the SDHC.

XIX. Termination of grants. Grants may be terminated in whole or in part:

- A. by the SDHC, if a grantee materially fails to comply with the terms and conditions of an award;
- B. by the SDHC with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated;
- C. by the grantee upon sending to the SDHC written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the project to be terminated. However, if the SDHC determines that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, it may terminate the grant in full either unilaterally or with the consent of the grantee.

General Grant Requirements –updated April 2021

Keep this copy of the General Grant Requirements for your records.