

# **HUMANITIES TEXAS GRANT AGREEMENT**

The Tom Green County Library (Grantee), hereby accepts a grant in the amount of \$1,500 for Project # 2013-4421 which is entitled Literature Alive! from Humanities Texas (hereinafter called HTx). The grantee agrees to provide cost-sharing in the amount of \$17,181, either in cash and/or in kind, for the above project. The grant period will extend from 4/1/2013 to 5/31/2013.

The grantee agrees to administer the project in compliance with the following:

## **A. Cost Principles**

1. The award is contingent upon the availability of funds from the National Endowment for the Humanities.
2. Only those costs set forth in the project budget, as approved by HTx and attached to this agreement, will be charged to this grant.
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 pay costs of alcoholic beverages. No funds from this grant will be used to pay for food, except in reimbursement of legitimate travel expenses.
5. Necessary travel expenses will be allowed at a rate not to exceed 56.5 cents per mile for privately owned automobiles and/or \$135 daily expenses for food and lodging. Air travel is allowable at economy or coach rates.
6. No funds from this grant will be used for construction, restoration, equipment purchases, entertainment, social amenities, or on direct political action or planning for direct political actions.
7. HTx is authorized to receive gifts on behalf of grantees under the Gifts and Matching Provisions of the National Endowment for the Humanities.

## **B. Grant Accounting, Records, and Reports**

- 1a. 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 funds.
- 1b. The grantee certifies that accounts and supporting documentation relating to project expenditures and income will be adequate to permit an accurate and expeditious audit. An audit may be made by HTx, by its designated representative, or by the General Accounting Office of the United States government.
- 1c. The grantee will maintain records and accounts for this project for a period of not less than three years after HTx accepts its final project report.
2. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated above or any revision thereof which is approved in writing by HTx. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
3. The Budget Summary accompanying this Grant Agreement is considered a part of the agreement.
4. Within ninety days of the termination of the grant period, unless further time is granted by HTx in writing, closing materials are to be submitted to HTx. For community and media projects, these materials must include one completed copy of the Final Expenditures and Cash Request form; two completed copies of the Project Evaluation Report, and two copies of all publications and/or media projects resulting from the project. For mini-grants, these materials must include two completed copies of the Mini-Grant Final Report form and two copies of all publications and/or media projects resulting from the project.

### **C. Limitations on the Use of Grant Funds**

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within thirty days thereafter.
2. Grant funds may only be used for project purposes and activities as set forth in the proposal and budget originally approved by HTx or as subsequently amended and approved in writing by HTx. Written requests for amendments must be submitted and approved prior to significant revisions of the following:
  - a. Changes of project scope, purpose, activities, dates and times, or principal participants.
  - b. Changes in the project director or other professional personnel identified in the approved proposal.
  - c. Changes in the project budget which exceed ten percent in any line item, or which eliminate additional or introduce categories of expenditures.
  - d. Changes in duration of the grant period. Such changes must be requested at least 30 days prior to the termination of the grant period.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Humanities Texas.
4. All HTx funds, or properties acquired with HTx funds, that are determined after audit and hearing to have been improperly applied must be returned to HTx.

### **D. Project Income**

1. Grant funds may not be deposited or invested for the purposes of earning interest.
2. Revenue resulting from meals, materials, or sources other than HTx must be applied to the cost of the project and should be reported as "cost-sharing" on the budget form.
3. Any net income earned through project-related activities, including the sale or rental of publications, videotapes, slides, photographic materials, and films, shall be applied to the expenses of the project, deducted from the amount of the grant, or used to reimburse HTx for grant funds previously received. The percentage of net income due to HTx shall equal the percentage of HTx contribution to the total project budget that has been approved by HTx. This provision shall be in effect until HTx grant funds are repaid or until after a period of five years has lapsed since HTx's acceptance of the grantee's final project report.
4. All monies due HTx and any interest earned on these monies must be forwarded to HTx no later than November 30th of each calendar year for income received during the preceding twelve-month period.

### **E. Collection and Use of Information**

1. In cases where the grantee collects information from the public (as by interview or questionnaire) in connection with a project funded through this grant, he or she may not represent or imply that the information is being collected by or for a federal agency.
2. For projects involving public policy or controversial issues, the following disclaimer must be included in all printed programs, brochures, public reports, films, slide programs, photographic materials, and audio and video recordings, or announced at the public program: "Any views, findings conclusions or recommendations expressed in the (publication) (program) (exhibition) (website) do not necessarily represent those of Humanities Texas or the National Endowment for the Humanities."
3. For the purposes of this agreement, the term "media product" shall refer to all media materials produced in the course HTx grant projects. Such materials include, but are not limited to: films, videotapes, audio/slide presentations, audio programs, photographic materials, and printed materials suitable for further programming in the humanities.
4. **COPYRIGHT:** All media products shall be owned by the grantee and must be copyrighted by the grantee or the originator of the material. However, the United States government and HTx reserve non-exclusive license to use and reproduce, without payment, any publishable matter and/or media product, including copyrighted matter, arising out of grant activities. This reservation includes any speech, talk, discussion, etc. that is in any way part of the programs covered by this agreement and includes the right to use media products on non-commercial cable television.

5. The grantee receiving permission for any replication of materials or media products in any form under this agreement and the project director are jointly and severally responsible for insuring that:
  - a. All necessary releases and clearances for the use or publication of speeches, talks, and/or other items involved are obtained from the program speakers, participants, and others involved in the grant project;
  - b. The integrity of the grant program from which the publications and/or media products are produced is preserved and that the materials will not be used in a manner inconsistent with the original objective nature and intent of the grant program; and
  - c. No portion of the products produced with grant funds from HTx may be duplicated or used independently of the entire product without the written approval of the grantee and HTx.

#### **F. Acknowledgement of Support and Disclaimer**

1. All publicity releases, informational brochures, printed programs, and public reports pertaining to the approved grant, as well as all films, slide programs, photographic materials, and audio and video recordings produced under a HTx grant, must include acknowledgement of HTx and NEH support, using the following wording: "THIS PROGRAM IS MADE POSSIBLE IN PART BY A GRANT FROM HUMANITIES TEXAS, THE STATE AFFILIATE OF THE NATIONAL ENDOWMENT FOR THE HUMANITIES." (Also see item E2)
2. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing suggestions provided by HTx.

#### **G. Eligibility and Nonprofit Status**

The grantee certifies that it is constituted for nonprofit purposes and is a private nonprofit organization; an institution of higher education; a state or local governmental entity; a federally recognized Indian tribal government; or an institution of the federal government. If the grantee is a tax-exempt organization under Section 501(c) of the Internal Revenue Code, a copy of the IRS determination must be submitted to HTx with the signed copy of this agreement unless it has been previously submitted.

#### **H. Modifications**

No person other than the Executive Director of HTx is authorized to modify any of the terms of this agreement. HTx shall not be liable for any costs incurred by the grantee that are not in conformance with the terms of this agreement.

#### **I. Conditions of the Grant**

1. In making this grant HTx does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant. The grantee shall be responsible for taking appropriate action concerning, and agrees that HTx shall not be responsible for, legal action arising out of the actions of the grantee in carrying out the grant.
2. The grantee agrees that it will not assign its right or obligations under this grant agreement without the written permission of HTx. In the event that such rights are transferred to any other party, the terms of this agreement will remain in effect.

#### **J. General Provisions**

The proposal submitted by the grantee, as amended and approved by HTx, is considered a part of this agreement.

#### **K. Non-Compliance**

Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be deemed sufficient cause for it to be terminated. Such termination shall be effective upon receipt by the grantee of written notice from HTx.

#### **L. Non-Discrimination Agreement**

It is understood and agreed that any funds granted as a result of this request are to be used for the purposes set forth herein. The undersigned assure Humanities Texas that the conduct of this project will be in compliance with the grant provisions set forth by the National Foundation on the Arts and Humanities Act of 1965 (as amended) and the policies of Humanities Texas. The sponsor certifies that it is a nonprofit organization and assures Humanities Texas that this project will be conducted in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

**M. Statement of Certification**

STATEMENT OF CERTIFICATION: The applicant institution or organization hereby certifies to the best of its knowledge and belief that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding the submittal date of this grant application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding the submittal of this grant application had one or more public transactions (federal, state, or local) terminated for cause or default.

**N. Payment and Reporting Terms**

- HTx will provide an outright grant award of \$1,500.00 upon receipt of signed Grant Agreement but not prior to the grant period.

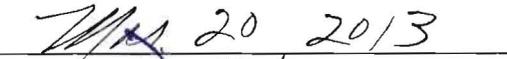
**All Grantees must submit a final expenditures report no later than ninety (90) days after the end of the grant period.**

Federal Funds are being awarded under a program identified as 45.129 in the Catalogue of Federal Domestic Assistance. The award is subject to the audit requirements of either OMB Circular A-133 or A-128 (for governmental entities).

HUMANITIES TEXAS  
1410 Rio Grande Street  
Austin, Texas 78701  
Tel. 512.440.1991 Fax 512.440.0115

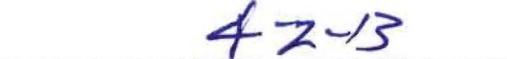
GRANTEE  
Tom Green County Library  
33 West Beauregard  
San Angelo, TX 76903

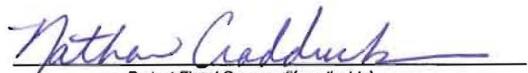
  
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Michael L. Gillette  
*Executive Director*

  
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Date

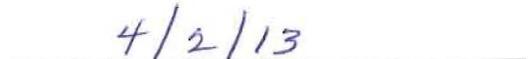
  
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*Authorizing Official (signature)*

Larry Justice  
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*Authorizing Official (typed)*

  
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Date

  
\_\_\_\_\_  
*Project Fiscal Sponsor (if applicable)*

Nathan Craddock  
\_\_\_\_\_  
*Project Fiscal Sponsor (if applicable)*

  
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Date