



### *Instructions*

*By accepting an Oklahoma Arts Council grant, your organization agrees to the grant contract, grant program guidelines, grant terms and conditions, and all applicable appendices found in this Grant Terms and Conditions (GTC) package.*

*Please refer to your award notification package or the grant portal for more details specific to your award. For questions, contact us at [grants@arts.ok.gov](mailto:grants@arts.ok.gov) or 405-521-2040.*

### **I. *Applicability***

These General Grant Terms and Conditions (Grant Terms) apply to grants that the Oklahoma Arts Council (Council) issues to eligible nonprofit organizations, schools, or government entities during the awarded grant period. This grant award implements the provisions of Title 2 of the Code of Federal Regulations (2 CFR) applicable to Grants and Agreements. Appendix A of these Grant Terms as well as all documents and information in the award notification package include additional requirements for grantees.

These terms are based on the applicable grant program guidelines detailed in the Grantee's award notification package, the Council's enabling legislation and administrative code, along with other State and Federal statutes, regulations, and all applicable laws that apply to grants, contracts, and cooperative agreements. Award recipients (Grantee or Grantee Organization) must be familiar with and comply with these requirements.

The term "project" includes activities carried out as part of the grant program and grant award and include allowable expenses as detailed in the grant program guidelines and/or expenses submitted in the Grantee's approved application and any approved amendments (unless otherwise stated by the Council in writing).

The Grantee is responsible for ensuring that only allowable activities and costs, aligned with the approved grant are reflected in all submitted payment requests, reports, and supporting materials.

The Grantee organization must be in good standing with the Internal Revenue Service (IRS) and the State of Oklahoma. Nonprofit organizations who have had their IRS status revoked are not eligible for Council grant support. It is the Grantee's responsibility to ensure that their status is current at the time of the application and throughout the life of the grant award. Grantee Organizations cannot be listed under the SAM Exclusions federal debarred or suspended list. Council grant funds and match requirement (if applicable) cannot be used to support individuals or organizations listed under the SAM Exclusions federal debarred or suspended list.

The Grantee certifies that there are no pending or potential actions, suits, proceedings, inquiries, or investigations against the Grantee that would prevent or affect the Grantee from qualifying for the grant. Such actions include but are not limited to: 1) restraints or injunctions against the execution and delivery of the grant contract or the undertaking of any project as defined herein); or 2) otherwise contesting or affecting the validity of the grant contract based on the status of the Grantee nor the title to office of any authorized representatives of the Grantee executing the grant contract.

All information, reports, and other documents and data submitted to the Council in connection with the grant were and are, as of the contract date, true, correct and complete in all material respects.

## II. **Responsibilities**

In accepting a Council award, the Grantee organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with any provisions included in the award; other statutes, regulations, Executive Orders, and all applicable laws governing State and Federal financial assistance awards; and these Grant Terms, all of which are hereby incorporated into the award by reference. While the Council may provide the Grantee with reminders regarding award requirements, the absence of receiving such notice does not relieve the Grantee organization of their responsibilities.

Submission of a signed grant contract by the Grantee's Authorizing Official constitutes the Grantee's agreement to comply with all the terms and conditions of the award. Contracts must be signed by the due date indicated in the award notification.

Failure to comply with these requirements may result in suspension or termination of the grant award and the Council's recovery of federal and/or state funds. In addition, the State of Oklahoma and the United States has the right to seek judicial enforcement of these obligations.

## III. **Acknowledgement of Support**

In accepting a Council award, the Grantee is required to acknowledge financial support from the Council through use of official logos and other written/verbal methods. Refer to the acknowledgement of support guidelines linked under the grant's award management resources in the grant portal. Failure to appropriately acknowledge in accordance with the guidelines may result in the reduction and/or termination of the grant award.

## IV. **Required Registrations**

### a. Federal Employer Identification Number (FEIN/EIN)

Every grantee organization must have a federal employer identification number (FEIN/EIN). The EIN is a unique number that identifies the organization to the Internal Revenue Service. More information can be found at [IRS.gov](https://www.irs.gov).

### b. Unique Entity Identifier (UEI)

Every grantee organization must maintain an active Unique Entity Identifier (UEI), a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity doing business with the government in terms of contracts or grants and assistance awards is required to have a UEI. UEIs are issued by the System for Award Management ([SAM.gov](https://sam.gov)) and are part of an entity's record in the Entity Information section of SAM.gov. As a subrecipient/sub-awardee of federal funds or matching funds, Council grantees can obtain their UEI on SAM.gov using the "Nonprofit entity registering for grants/Getting a Unique Entity ID only" option and do not need to complete the full SAM.gov registration. The UEI provided in the Council grant portal must be identical to the active UEI in the System for Award Management ([SAM.gov](https://sam.gov)), from application submission through award closeout. More information can be found at [SAM.gov](https://sam.gov).

### c. Council Grant Portal Registration

Grantees are required to maintain user accounts on the Council's online grant portal ([okarts.fluxx.io](https://okarts.fluxx.io)) for the project's Authorizing Official and Primary Contact/Grant Administrator. It is the grantee's responsibility to keep this information up to date throughout the life of the grant award. Designated Account Managers can update their organization's user accounts, contact information, and designated project roles through the Oklahoma Arts Council grant portal.

- An Authorizing Official is designated per application and is the only individual with authority to agree to grant terms and enter into a contractual agreement with the Council on behalf of the Grantee Organization. In the event of a grant award, the Authorizing Official will review and electronically sign a grant contract.

- A Primary Contact/Grant Administrator is designated per application and serves as the primary contact for the project. They will receive important notices and communications from the Council's Grants Office including award and payment notices. The Primary Contact/Grant Administrator cannot be the same individual as the Authorizing Official.
- An Account Manager is the sole individual who can submit eligibility verification requests, edit their organization's contact information, and add or remove users associated with their organization.
- Additional Users may be added to each project to collaborate on applications and reporting.

If Grantees need to change the contacts associated with granted awards, they will need to submit a project amendment (See Section IX for more information).

d. Oklahoma Supplier Portal

All Grantees are required to keep an updated Oklahoma Supplier Portal registration with the Oklahoma Office of Management and Enterprise Services (OMES). The registration must include current organizational information including name, business address, mailing/payment remittance address, Federal Employer Identification Number (FEIN)/Employer Identification Number (EIN), substitute IRS Form W-9 information, and financial/banking registration information. It is the Grantee's sole responsibility to keep this information up to date throughout the life of the grant award. The Supplier Portal is managed by OMES. Any updates or changes to the Grantee's address or payment information must be made in both the Supplier Portal and the Oklahoma Arts Council Grant Portal as soon as possible. Failure to do so may result in payment delays and/or possible fees associated with costs for cancellation and reissue of checks.

**V. Conflicts of Interest and Disclosures**

- a. The Grantee must have written conflict of interest policies that ensure that all employees, board members, officers, or agents engaged in the administration of this grant award, avoid disclose in writing any potential conflicts of interest in accordance with 2 CFR § 200.112, 200.214, 200.31(c), and the federal guidance concerning use of State and Local Fiscal Recovery Funds.
- b. The Grantee must notify the Council of any violations of State and Federal criminal law involving fraud, bribery, or gratuity violations that potentially affect this award, as noted in 2 CFR § 200.

**VI. Statutory and Policy Requirements**

The Grantee is responsible for complying with all requirements of the State and Federal award, including those based on:

a. Statutory Policy Requirements

The Grantee is required to ensure that State and Federal funding is committed/expended, and programs are implemented in full accordance with Oklahoma State Statutes, Oklahoma Administrative Code, the U.S. Constitution, Federal Law, and public policy requirements. The Grantee is required to adhere to all applicable state and federal policy requirements as outlined in the applicable appendices, including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

b. Oklahoma Arts Council

The Grantee is required to execute the project, (e.g., projects, programs, events, productions, workshops, business, administration, operations, etc. related to the approved project) in accordance with the Council's grant guidelines, grant terms, administrative code, and enabling legislation.

c. Artistic Excellence and Artistic Merit

The Grantee is required to execute the project, (e.g., projects, programs, events, productions, workshops, business, administration, operations, etc. related to the approved project) in accordance with the National Endowment for the Arts' enabling legislation (20 U.S.C. § 954) including the requirement for artistic excellence and artistic merit. More information can be found at [arts.gov](https://www.arts.gov).

**VII. *Financial Management and Internal Controls***

The Grantee's financial management systems must meet state standards and federal standards as outlined in 2 CFR § 200, including but not limited to:

- Accurate identification of State and Federal award data, financial results, and the ability to provide supporting documents (e.g., invoices, receipts, financial statements, etc.) upon request.
- Budget documentation outlining the awarded project's budget, where Council grant funds were applied, and if applicable what type of funding was utilized.
- Written procedures for determining the allowability of costs and for managing payments.
- Written procedures for procurement and bidding processes (if applicable).
- Written procedures for return of any funds unexpended as of the end date established by the U.S. government.

The Grantee shall maintain, and supply to the Council, upon request applicable procurement-related documentation, including but not limited to:

- Open solicitations,
- Non-competitive procurement justification memos,
- Cost or price analysis,
- Signed and executed contracts, change orders, purchase orders,
- Invoices with supporting materials such as timesheets, usage logs for rented or leased equipment, and proof of receipt of materials, e.g. a bill of lading,
- Where applicable, documentation that substantiates a high degree of contractor or supplier oversight such as daily or weekly logs and records of performance meetings,
- Equipment and supply asset inventory, including disposition.

The Grantee must establish and maintain effective internal controls over the award and provide reasonable assurance that the Grantee is managing the award in compliance with State and Federal statutes, regulations, and the terms and conditions of the award.

**VIII. *Cash Match Requirements***

If matching funds are required as part of the grant award, as outlined in the grant program guidelines and award notification package, grantees may use up to the stated percentage in in-kind contributions to meet the minimum matching requirement. In-kind support is defined as the fair market value for donated, non-monetary goods or services. This required match refers to the portion of project costs not paid by Council funds. Grantees may use a variety of sources to meet the required match, including but not limited to donations, grants, and other revenue. Other Council or National Endowment for the Arts grant awards are not eligible to meet the matching requirements. If the Grantee receives notice that their award includes partial or full federal funds or that their award is used to match federal funds, no part of their required match can consist of federal funding.

Costs supported by both the Council grant funds and match requirement approved in the project budget must conform to all the requirements of the grant award.

## **IX. Cost Principles**

All costs included in the approved project budget or reported on payment requests or reports for the award, whether supported with State and Federal or required matching funds or any voluntary committed cost share, must be:

- Necessary and reasonable for the performance of the grant award.
- Allocable and in conformance with these cost principles and as set forth in the award.
- Consistent with policies and procedures that apply uniformly to both State and Federally financed and other activities of the non-State or Federal entity.
- Accorded consistent treatment as either a direct or indirect cost.
- Determined in accordance with generally accepted accounting principles (GAAP).
- Adequately documented for reporting and audit purposes.
- Incurred during the approved grant period during which funds are budgeted.

### General Grant Allowable and Unallowable Costs

The allowability of costs is based on Council enabling legislation, administrative code, grant program guidelines, and 2 CFR § 200. In addition to this general list, see the corresponding grant program guidelines for a full list of specific allowable and unallowable expenses.

#### a. Allowable expenses

- a. See the grant program guidelines for a list of specific allowable expenses

#### b. Unallowable expenses

1. Food, drink, catering, or alcoholic beverages
2. Construction, renovation, or building improvements or additions
3. Prizes or cash awards such as awards to individuals or organizations to honor or recognize achievement
4. Emergency relief funds for housing, food, etc. to individuals
5. Subgranting or subawarding activity
6. Hospitality expenses such as costs related to galas and receptions
7. Benefit events or other fundraising activities
8. Lobbying or advocacy expenses
9. Costs or services that are not rendered
10. Debt reduction
11. Funding cash reserve or endowment accounts
12. Events that are not open to the general public
13. Activities or expenses that may advance or inhibit any religious belief
14. Activities or expenses that are political in nature (see also Appendix A: Other National Policies on Lobbying)
15. Goods for resale including the sale of concessions, promotional merchandise, including clothing, or items purchased for sale, even if related to project programming. It also includes any associated staffing or facilities costs. However, costs of items that are produced as part of the approved project activity (e.g., publishing books or exhibition catalogs, or making recordings or films for distribution) and that are incurred during the period of performance are allowable.
16. Purchase or repair of vehicles, including but not limited to cars, vans, buses, trucks, sport utility vehicles, etc.
17. Home Office Workspace Rental of any property owned by any individuals or entities affiliated with the grantee entity for purposes such as a home office workspace is unallowable.
18. Prohibited telecommunications and video surveillance services and equipment including telecommunications and video surveillance services and equipment that is prohibited by P.L. 115-232, § 889.

19. Compensation to foreign nationals, including travel to or from foreign countries, when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
20. Visa costs paid to the U.S. Government (P.L. 109-54, Title III General Provisions, § 406)
21. Activities, expenses, or material that violate local, state, or federal laws or executive orders

## **X. Project Amendments**

The Grantee is required to carry out project activity and expenses consistent with the application approved for funding by the Council. Project changes, modifications, or amendment requests are considered on a case-by-case basis and approval is not guaranteed. Until the Grantee receives written approval from the Grants Office, the Grantee may only incur costs consistent with the contract and terms of the award in effect at the time of the award notification. Grant amendments must be requested and submitted through the online grant portal. Failure to comply may result in the reduction or termination of the approved grant award. The submission of an amendment request does not guarantee an approval. The Council has the right to request additional information, such as updates on specific project activities, including a revised budget or an itemized list of expenditures, as needed. If the Council determines that the project changes will not accomplish the purposes for which the award was made, the Council may cancel the grant award in its entirety.

The following types of changes require a grant amendment request submitted through the grant portal and written approval from the Grants Office. It is not an exhaustive list of changes, and grantees should contact the Grants Office with any questions.

a. Deadline extension

Reports and payment requests must be submitted no later than the deadline(s) specified in the award notification package. Deadline extension requests must be submitted before the original deadline date. The Grantee will need to provide the new deadline date and rationale for the request. A maximum of three (3) deadline extensions may be approved per grant before the Council acts on noncompliance penalties.

b. Program change

i. Project date change:

The Grantee will need to provide the new proposed project dates and rationale for the change. Funds must be used during the awarded grant period and may not be rolled over for use in past or future programs.

ii. Project scope change:

To include changes to the approved project activities, programming selection, focus of content, significant changes in primary audience, changes in key project artists, changes in venue or locations, or changes in the breadth or impact of projects. The Grantee will need to provide the new proposed change and rationale for the change.

iii. Budget change:

To include budget changes due to a significant change in the scope of the awarded project. A significant budget change is typically greater than 15% of the original budget. Contact the Grants Office for guidance.

c. Contact change

If Grantees need to change the contacts associated with granted awards, they will need to submit an amendment request and include the following information:

- A brief explanation for the change,

- The name of any contact being removed from the award,
  - The name of any contact being added to the award,
  - The role, title, phone number, and email address for all contacts being added.
- d. Cancelled Project  
The Grantee may decide to cancel the award after it has been made. After the grant contract is signed, the grantee may choose to cancel the award for reasons such as the project being cancelled, or the grantee chooses to no longer accept the terms or requirements of the grant. Contact the Grants Office for guidance.
- e. Decline Grant  
The Grantee may decide to decline the grant award before accepting the grant and entering a contract. Contact the Grants Office for guidance.

## **XI. Performance and Reporting**

- a. Reporting  
The Council may require the Grantee to submit certain information before funds can be released (e.g., status reports, financial reports, narrative reports, etc.) or at other times during the grant activity dates. These reporting requirements will be noted in the award notification when possible or communicated to the grantee in writing.
- Grantees must submit all required reporting no later than the deadlines specified in the award notification package or as specified through written communication. Reports may include:
- Financial reports
  - Status reports
  - Narrative reports
  - Reports that provide information on the performance of the award activities, budget, and associated data
  - Support material as outlined through the reporting requirements
- b. Site Visits  
As part of award monitoring, the Council may conduct a visit to the project's events and/or request to meet with the Grantee's organizational staff to evaluate programming conducted and/or organizational practices and controls as part of the grant award. A site visit may include interacting with staff, observing facilities, assessing documentation, and evaluating programs. Upon request, Grantees must provide the Council with a minimum of two tickets to events, exhibitions and/or performances at no cost. The Council may request additional tickets if deemed necessary.
- c. Award Monitoring  
Grantees may undergo monitoring as requested or scheduled. Monitoring will provide timely and ongoing assistance and information to the Council to monitor and evaluate compliance with the terms of the award. The Council, at its discretion, may perform periodic fiscal and program monitoring reviews. All funds received by the Grantee are subject to the financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection. The Grantee acknowledges that the receipt of these funds obligates the Grantee to provide oversight and information collection on an internal basis as well as to be the subject of external oversight and information collection as described in those regulations.

The Grantee must agree to maintain and make available to the Council, State of Oklahoma, and/or US Department of Treasury, upon request, all documents and financial records sufficient to establish compliance with applicable rules and laws. Records to support compliance may include, but are not limited to, copies of the following:

- General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses related to grant;
- Budget records;
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to the grant;
- Receipts of purchases made related to the grant;
- Contracts and subcontracts entered into using the grant and all documents related to such contracts;
- Agreements entered into using the grant and all documents related to the award;
- All documentation of reports, audits, and other monitoring of contractors;
- All documentation supporting the performance outcomes of contracts;
- All internal and external email/electronic communications related to use of the grant; and
- All investigative files and inquiry reports involving the grant.

d. Failure to Comply with Performance and Reporting

While the Council may provide the Grantee with reminders regarding award requirements and deadlines, the absence of receiving such notice does not relieve the Grantee of their responsibilities. Action for late and/or unreceived final reports may include:

- A partial award penalty/deduction from the grant award
- The Council's withdrawal of funding support on the award
- The Grantee's eligibility to receive and/or apply for new grant awards

(See also Section XIII. Noncompliance)

## **XII. *Open Meetings and Records, Retention, and Audit Access***

As a recipient of public funds, the Grantee may be required to follow the State of Oklahoma's Open Meeting Act (25 O.S. Sections 301-314) as well as the Open Records Act (51 O.S. Section 24) when public dollars are involved.

Financial records, supporting documents, statistical records, and all other related entity records pertinent to the Council grant award must be retained for a period of seven (7) years from the date of submission of the final report. The Council, Oklahoma State Auditor and Inspector, and the Office of the Inspector General shall reserve the right to request an audit of the Grantee's records for the approved project including program and financial records.

a. Electronic Copies

Grant award-related information should be collected and stored in open and machine-readable formats whenever practicable. Such information is generally accessible to the public pursuant to the provisions of the Oklahoma Open Records Act, Freedom of Information Act (FOIA) (if applicable), and other applicable State and federal law, unless expressly exempt.

At their own expense, the Grantee shall prepare electronic copies of all required documents and deliver said documents to the Council or any parties conducting business on behalf of the Council upon written request within fourteen (14) days of the written request.

b. Additional Access to Records

During the grant period and the subsequent retention period, the National Endowment for the Arts Inspector General, the Comptroller General of the United States, Council Grants Office, or any authorized representatives has the right of access to any documents, papers, or other records which are pertinent to recipients of Federal award funds, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained.

c. Cease of Operations

In the event that the Grantee ceases operations of their nonprofit during this seven (7) year period, the Grantee must provide copies of these records to the Council within thirty (10) days of ceasing operations.

### **XIII. Noncompliance**

a. Penalties

If the Grantee fails to comply with applicable State and Federal statutes, regulations, or the terms and conditions of the award, the Council may impose additional conditions and/or penalties at their discretion:

1. Late or Incomplete Applications: The Council reserves the right not to accept late applications or incomplete applications. The Council may choose to accept late/incomplete applications and apply a reduction to the award amount.
2. Late Reports for Organizations: A 15% reduction to the final award amount. If multiple reports are required, a 15% reduction may be applied to each late report.
3. Late Reports for Schools: A 10% reduction to the final award amount. If multiple reports are required, a 5% reduction may be applied to each late report.
4. Incomplete Reports: Up to a 50% reduction to the final award amount. A lower reduction may be applied for unanswered questions or missing material. A 50% reduction may be applied for missing all required support material.
5. Late Payment Requests (if applicable): For grants with multiple payments and a payment request schedule, the Grantee must wait until the next payment request period or choose to take a 10% reduction to the late payment request amount.

Extensions may be granted if requested in advance of the deadline outlined in the award's report/payment schedule. Exceptions will be made for medical and/or emergency situations. See Section X. Project Amendments for the process to request an extension/exception.

If the Council determines that noncompliance cannot be resolved by imposing additional conditions, the Council may take one or more of the following actions:

- Temporarily withhold grant payments pending correction of the deficiency, or more severe enforcement action.
- Disallow the use of Council funds for the unallowable costs or activities.
- Wholly or partly suspend or terminate the Council award.
- Request for partial or full repayment of funds within thirty (10) days of notification.
- Withhold future Council awards.

b. Cancellation

A cancellation occurs after a grant award contract has been signed and entered into effect. The grant award may be terminated in whole or in part as follows:

- By the Council, if
  - the Grantee fails to comply with the terms of the grant award;
  - the award no longer meets the program goals or addresses Council priorities;
  - in the event that Council funds available for grant awards are reduced or canceled; or
- By the Grantee, upon notifying the Grants Office in writing with reasons for cancellation and the effective date.

**XIV. Closeout, Modifications, and Continuing Responsibilities**

After the project end date/grant period, the next stage of an award's life is termed closeout. During the closeout process, the Council reviews reports and other items to determine if all applicable administrative actions and all required work of the award have been completed in an acceptable manner and in accordance with the terms and conditions of the award.

Reports must be submitted no later than the deadlines specified in the award notification package or in writing from the Council. Upon receipt and approval of all reporting requirements, the Council will close out the award. Any unused grant funds shown on the submitted final financials will be subtracted from the original award amount.

- a. After closeout, reduced/unused funds will no longer be available.
- b. Closeout will also occur even if reports are not received. If reports are not submitted, the Council holds the right to reduce or cancel the grant award.
- c. The closeout of an award does not affect any of the following:
  - The Council's right to recover funds on the basis of a later audit or other review within the record retention period.
  - The Council's ability to make financial adjustments to a previously closed award (i.e. recoupment of funds).
  - Audit requirements.
  - Property management and disposition requirements.
  - Records retention as outlined in the grant terms.

**XV. Additional Assurances**

- a. The Grantee acknowledges that if the Grantee expends more than \$750,000 in Federal awards during their fiscal year, the Grantee will be subject to audit under the federal Single Audit Act Amendments of 1996, Pub. L. No. 104-156, (July 5, 1996). The Grantee will inform the Council that a Single Audit will be required for the prior fiscal year and each fiscal year which will be covered pursuant to this Agreement.
- b. The Grantee acknowledges that all funds must be expended by the end date of their grant contract term, and the balance of unspent funds must be returned to the Council. "Expended" means that the grantee has actually transferred the funds to another.
- c. If the Council determined that unallowable costs or misuse of funds did occur, corrective action will take place in accordance with Council policies and procedures. Those procedures may include recouping the misspent funds from the Grantee.
- d. The Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the Council for all costs incurred by the Council, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts, provided that sufficient legislative appropriations exist to pay said costs and

provided that the costs are substantiated by supporting documentation.

- e. The Grantee agrees to retain records and supporting documentation, including records pertinent to the compliance of all subcontractors or beneficiaries paid from funds under the grant contract, for a period of seven (7) years after all funds have been expended or returned to the Council, whichever is later.



The Grantee must ensure that the funded project is implemented in full accordance with the applicable U.S. Constitution, State and Federal Law, and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

**I. Nondiscrimination Policies**

As a condition of receipt of financial assistance, the Grantee acknowledges and agrees to execute the project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency.
- b. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to [www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance](http://www.arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance).
- c. Title IX of the Education Amendments of 1972, as amended, provides that no person in the United States shall, on the basis of sex (including pregnancy, sexual orientation, and gender identity), be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, provides that no person in the United States shall, 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.
- e. The Americans with Disabilities Act of 1990 (ADA), as amended, prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
- f. Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of their disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

Access should be integrated into all facets and activities of an organization, from day-to-day operations to long range goals and objectives. Access accommodations and services should

be given a high priority and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.

#### Section 504 Self-Evaluation and Additional Resources

- i. A Section 504 self-evaluation must be on file at the Grantee's organization. To help evaluate programs, activities, and facilities with regard to Section 504 accessibility requirements, the Civil Rights Office has a Section 504 Self Evaluation Workbook available on their website.
- ii. The Grantee should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed and made available to the public and the National Endowment for the Arts upon request. The 504 Workbook or other compliance documents may be requested for various potential scenarios including an Inspector General audit and/or civil rights investigation.
- iii. Design for Accessibility: A Cultural Administrator's Handbook provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the National Endowment for the Arts website.

## **II. Environmental and Preservation Policies**

- a. The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations.
- b. The National Historic Preservation Act of 1966, as amended, applies to any Federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. We will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period.

## **III. Other National Policies**

- a. Debarment and Suspension. The Grantee organization must comply with requirements regarding debarment and suspension. There are circumstances under which we may receive information concerning the Grantee's fitness to carry out a project and administer Federal funds, such as:
  - i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
  - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
  - iii. Any other cause of so serious or compelling a nature that it affects an organization's

present responsibility.

In these circumstances, the Council may need to act quickly to protect the interest of the government by suspending the Grantee's funding while the Council undertakes an investigation of the specific facts. The Council may coordinate suspension actions with other government agencies that have an interest in the findings. A suspension may result in your debarment from receiving funding government-wide for up to three (3) years.

- b. The Drug Free Workplace Act requires the Grantee to publish a statement about your drug-free workplace program. The grantee must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
  - A member of Congress or a representative of a committee of Congress;
  - An Inspector General;
  - The Government Accountability Office;
  - A Treasury employee responsible for contract or grant oversight or management;
  - An authorized official of the Department of Justice or other law enforcement agency;
  - A court or grand jury; or
  - A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- d. The Grantee must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code).
- e. Lobbying. The Grantee may not conduct political lobbying, as defined in the statutes and regulations listed below, within State and Federally supported projects. In addition, the Grantee may not use State or Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 USC § 1913).

Lobbying (2 CFR § 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.

Certification Regarding Lobbying to Obtain Awards. 31 USC § 1352, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

- f. Davis-Bacon and Related Acts (DBRA), (if applicable) as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Information about the laborers and projects that fall under DBRA can be found in the U.S. Department of Labor's Compliance Guide at [www.dol.gov/compliance/guide/dbra.htm](http://www.dol.gov/compliance/guide/dbra.htm). DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

- g. The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to the Act (25 USC § 3001 et seq.).