



MARYLAND
HUMANITIES
COUNCIL

Opening eyes. Opening ears. Opening minds.

Grant Administration Procedures

Maryland Humanities Council
108 West Centre Street
Baltimore, Maryland 21201-4565
410-685-0095
www.mdhc.org

(Revised December 10, 2010)

Table of Contents

GRANT ADMINISTRATION PROCEDURES

1.	APPLICABILITY	page 3
2.	PROGRAM CHANGES	page 3
3.	BUDGET CHANGES	page 3
4.	CREDITING REQUIREMENTS	page 3
5.	PUBLICITY REQUIREMENTS	page 4
6.	CERTIFICATIONS	page 5
7.	COPYRIGHTS	page 6
8.	RESEARCH MISCONDUCT	page 6
9.	RECORDKEEPING	page 6
10.	PAYMENTS	page 7
11.	TRAVEL COSTS AND PER DIEM	page 7
12.	PROJECT INCOME	page 7
13.	MATCHING	page 8
14.	IRS REPORTING	page 8
15.	CATALOG OF FEDERAL DOMESTIC ASSISTANCE	page 8
16.	INTEREST EARNED ON ADVANCES	page 8
17.	AUDIENCE SURVEYS	page 8
18.	REPORTING	page 9
19.	SUSPENSION AND TERMINATION	page 9

GRANT ADMINISTRATION PROCEDURES

1. APPLICABILITY

These general grant provisions apply to all grants made by the Maryland Humanities Council (MHC). Additionally, all conditions, terms, and requirements in the appropriate Grant Application Guide apply to this grant and are incorporated by reference.

In accepting the grant award, the Grant Recipient assumes the legal responsibility for administering the award in accordance with these Grant Administration Procedures and of complying fully with any conditions and restrictions specified in the Grant Agreement. If you have questions about your grant responsibilities, please do not hesitate to contact the Council.

2. PROGRAM CHANGES

All changes in the scope or the objectives of a project, the project director, or the duration of the project must be approved in writing by the MHC. This includes changes in speakers and scholars involved in the project. Requests for program changes must be submitted in writing and in advance by the Project Director.

If you find it necessary to extend the grant period for your project, a written or emailed request from the Grant Administrator must be submitted to the Council for its approval prior to the original completion date.

3. BUDGET CHANGES

The Grant Recipient must follow the budget submitted with the grant application, subject to the terms of these provisions and any conditions and restrictions specified in the Grant Agreement. The following budget changes must be submitted in advance to the MHC for approval: the addition or deletion of budget items; the inclusion of costs that were specifically disallowed in the Grant Agreement; and the transfer of funds that were budgeted for direct costs to cover indirect costs. The Grant Recipient may transfer funds among direct cost categories, provided the scope or objectives of the project are not changed. Requests for budget changes must be submitted in writing and in advance by the Grant Administrator.

4. CREDITING REQUIREMENTS

- **The Council's logo must be used in all materials and products related to or produced by the grant project.** Various versions of the logo are available on the Maryland Humanities Council (MHC) website. Please visit www.mdhc.org/grants/grant-administration/publicity-tools to access our logos.

- All publicity, brochures, flyers, reports, press releases, or other printed material must include the following credit line:

“This project was made possible by a grant from the Maryland Humanities Council, through support from the National Endowment for the Humanities. Any views, findings, conclusions, or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of the National Endowment for the Humanities or the Maryland Humanities Council.”

- MHC’s support for a project should also be publicly announced and posted at any program.

Failure to properly credit MHC’s support is a violation of the terms of this agreement (see Section 19, “Suspension and Termination”).

5. PUBLICITY REQUIREMENTS

The Project Director must:

- Provide MHC with the specific dates and times of all events held in connection with the project funded by this grant at least 30 days in advance of each event. This information must be submitted by completing the Grants Program Event Submission Form found on the Grants Administration page of the MHC website at www.mdhc.org/grants/grant-administration. This advance notification will enable MHC to include details about your event in MHC press releases, magazines, and other public relations materials.
- Send a press release (preferably and electronic copy) about your project to your local newspaper(s), radio stations(s), television station(s), and cable company. Be sure to acknowledge MHC support in the press release, and to send copies of the press release and any resulting stories to the MHC. For your convenience, a link to a sample press release is available at www.mdhc.org/grants/grant-administration/publicity.
- Send an invitation or notice of your event to MHC Executive Director, Phoebe Stein Davis at pdavis@mdhc.org, to MHC Grants Coordinator, Lydia Woods at lwoods@mdhc.org, and MHC Grants Program Assistant, Takia Ross at tross@mdhc.org.
- Prior to your event(s) please send 25 copies of any brochures, fliers, publications, catalogs, or posters used to publicize the project to MHC. If your project resulted in the production of audiotapes, videotapes, or web content, the MHC should receive a copy of the recording or corresponding URL information.
- Write letters to the following people informing them of your grant award and

thanking them for making these funds available. Send copies of these letters to the MHC.

- Both United States Senators for Maryland
 - Your Representative in the United States House of Representatives
- Write letters to the following people in Annapolis informing them of your grant award. Send copies of these letters to the MHC.
 - Your Senator in the Maryland Senate
 - Your Delegate(s) in the Maryland House of Delegates
 - The Governor of Maryland

6. CERTIFICATIONS

Nonprofit Status: The Grant Recipient certifies that it is either a nonprofit organization; an institution of higher education; a state, locally, and federally recognized Indian tribal government; or a group of persons that formed an association to carry out a project. It is the responsibility of the Grant Recipient to notify MHC of any changes in its nonprofit status.

Professional Performers. If the project uses professional performers, the Grant Recipient certifies that it does so in compliance with the Labor Standards under Sections 5(i) and 7(g) of the National Foundation on the Arts and Humanities Act of 1965.

Nondiscrimination Statutes: The Grant Recipient certifies that the grant recipient organization is in compliance with the provisions of 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 Americans with Disabilities Act; and the Age Discrimination Act of 1975; and the regulations issued pursuant thereto to by the National Endowment for the Humanities (Code of Federal Regulations, Title 45, Chapter XI).

This means that no person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination on grounds of race, color, national origin, handicap, age, or sex for a project funded by the MHC.

Debarment and Suspension: The Grant Recipient certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under the regulations implementing Executive Order 12546, "Debarment and Suspension." The Grant Recipient further certifies that it shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs in violation of the regulations implementing Executive Order 12546, "Debarment and Suspension."

7. COPYRIGHTS

A Grant Recipient may copyright any work that is subject to copyright and was developed or for which ownership was purchased under this grant. The National Endowment for the Humanities (NEH) reserves for Federal purposes and the Maryland Humanities Council reserves for MHC purposes a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work and authorize others to reproduce, publish, or otherwise use the work.

“Federal purposes” include the use of grant products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by Federal law. “MHC purposes” include, but are not limited to, use of grant products in activities or programs undertaken by the MHC. However, the Federal Government’s and MHC’s use of copyrighted materials is not intended to interfere with or disadvantage the Grant Recipient or assignee in the sale and distribution of the grant product.

8. RESEARCH MISCONDUCT

Because the funds for this grant come from the NEH, it will take appropriate action against individuals or organizations upon a determination that misconduct has occurred in proposing, performing, reviewing research or reporting results from research activities funded by NEH in accordance with the *NEH Research Misconduct Policy*. NEH may also take interim action during an investigation.

Research misconduct is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. The Grant Recipient institution bears primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with its own institution.

The *NEH Research Misconduct Policy* is available on the NEH web site at <http://www.neh.gov/grants/guidelines/researchmisconduct.html> or in writing upon request from the NEH Office of Grant Management at (202) 606-8494. Possible misconduct in activities funded by NEH should be reported to the NEH Office of the Inspector General, 1100 Pennsylvania Avenue, NW, Washington, DC 20506, (202) 606-8350.

9. RECORDKEEPING

The Grant Recipient agrees to maintain records and accounts consistent with generally accepted accounting principles and to provide the necessary fiscal control to insure the proper disbursement of and accounting for grant funds. The Grant Recipient certifies that accounts and supporting documentation relating to project expenditures will be adequate to permit an accurate and expeditious audit and will be kept for a period of five years after the close of this grant. An audit may be made at any time by the MHC or its designated representatives or any applicable agency of the United States Government. The Grant Recipient also agrees to maintain records to document all in-kind and third-

party contributions indicated in the approved budget. All records pertaining to in-kind contributions should indicate the basis for determining the value of the contributions. With the exception of reporting forms and methods of payment, the uniform administrative requirements of Office of Management and Budget Circular A-110 apply to MHC Grant Recipients. The administrative requirements that are most relevant have been detailed in this grant agreement.

Records and documentation for the grant must be maintained until the date specified in the Grant Agreement.

10. PAYMENTS

Grant Recipients may receive their grant award on an advance or reimbursement basis. Awards totaling \$1,200 or less may be advanced in full in one installment. Awards over \$1,200 may be advanced for sums that in total are not more than 90% of the total award. **The final 10% of all grants over \$1,200 will be paid upon receipt of the Final Narrative and Financial Reports and the Participant Survey Forms.**

In the rare case of an award totaling over \$10,000, the MHC may advance the Grant Recipient up to \$10,000 for a three-month period. When a Grant Recipient's cash needs exceed \$10,000 for a three-month period, advances will be limited to the Grant Recipient's anticipated cash expenditures for a thirty-day period.

The Payment Request Form (included as part of this packet) must be filled out and submitted to the MHC by the Grant Administrator to receive grant funds. The Grant Recipient should allow two to three weeks for a check to be issued by the MHC.

All activities that are paid from an MHC grant award must have occurred during the official grant period. The grant period begins on the date specified in the application or the date on which the MHC approves funding for the grant and concludes ninety days following the completion of project activities funded by the MHC.

11. TRAVEL COSTS AND PER DIEM

If your grant project uses awarded funds for necessary travel reimbursement, the amount covered by MHC should not to exceed \$.42 per mile for autos, and economy fare for approved air (U.S. carriers only) and train travel directly related to the project. A per diem of \$100 per day for lodging and \$45 per day for meals may be paid where travel for a 24-hour period is necessary. When it is not necessary to travel over a 24-hour period, a per diem of \$20 per day for meals may be paid.

12. PROJECT INCOME

Projects should be open to the public without charge. Any exceptions must be specified in the grant application or approved in advance by the MHC. Any income from a project

supported by an MHC grant award during the grant award period (registration, admission fees, sale of publications, sale of video or audiotapes, etc.) may be used as a part of the Grant Recipient's matching requirement or to cover additional direct project costs.

13. MATCHING

Cash and in-kind contributions cannot count towards satisfying a matching requirement of a MHC grant if they have been or will be counted towards satisfying a matching (or cost-sharing) requirement on another federal grant, a federal procurement contract, or any other award of federal funds.

14. IRS REPORTING

It is the Grant Recipient's responsibility to submit appropriate forms (such as 1099s) to the IRS for any individual to whom the Grant Recipient has paid compensation.

15. CATALOG OF FEDERAL DOMESTIC ASSISTANCE

This grant is federally funded and comes through the National Endowment for the Humanities, Federal/State Partnership, CFDA 45.129.

16. INTEREST EARNED ON ADVANCES

If a Grant Recipient receives less than \$120,000 per year in advances of Federal funds, it is not required that those funds are maintained in an interest-bearing account. If a Grant Recipient chooses to deposit funds in an interest-bearing account, it may retain the first \$250 in interest earned each fiscal year. Interest in excess of this amount on funds advanced by MHC shall be returned to MHC.

17. PARTICIPANT SURVEYS

For each event, Grant Recipients must distribute and collect the MHC standard Participant Survey form where program participants can rate the program and respond to open-ended questions about the event. Please contact MHC at least 30 days prior to each event with an estimated number of program participants. MHC will in turn send you a supply of pre-printed survey forms.

Please distribute the forms to event participants and actively encourage them to complete and return them prior to leaving.

18. REPORTING

The Grant Project Team has 90 days from the end of the grant period to submit the Final Narrative Report, the Final Financial Report, and the Participant Survey Forms. These three items are required to successfully close your grant. Further information and the forms necessary for completing each report are available on the Grant Administration page of the MHC website at www.mdhc.org/grants/grant-administration.

If, at the end of the project, surplus or unobligated MHC grant funds remain, they must be returned to the MHC in the form of a check in the exact amount, made payable to "Maryland Humanities Council." Any costs paid with MHC funds under this grant which are subsequently found to be disallowable under audit must be refunded to the MHC.

Failure to file the Final Reports could result in having to return your grant funds to the Council and could render your organization ineligible for future funding from the Council or the National Endowment for the Humanities.

19. SUSPENSION AND TERMINATION

If the MHC should ascertain that the terms of this agreement are not being met, it will inform the Grant Recipient in writing. Failure to comply with the terms and conditions of this grant agreement may result in the suspension or termination of this grant and recovery of grant funds by MHC. If, for some reason, the Grant Recipient is unable to complete the project, written notice should be sent to the MHC, so that arrangements for restitution of grant funds and termination of this agreement can be made.