GRANT ACCEPTANCE TERMS AND CONDITIONS

Be advised that your acceptance of a grant from South Arts will constitute an agreement between South Arts and the Applicant hereinafter called the GRANTEE. In South Arts approval process of the proposed capacity-building project the GRANTEE will receive an official Grant Award Letter and/or Grant Contract from South Arts.

The Grantee accepts that:

1. The GRANTEE will conduct the capacity-building project during the period outlined as the project period.
2. Any variation of the approved capacity-building project can only be made by written agreement between the GRANTEE and South Arts.
3. The GRANTEE hereby obligates itself to complete the capacity-building project in such a manner and do any and all other things necessary and proper to ensure the success of the project, to the best of its ability.
4. South Arts will pay the GRANTEE a Grant Amount listed in the award letter representing its maximum award. Any deficit in the cost of the capacity-building project after the application of this amount shall be the responsibility of the GRANTEE.
5. The GRANTEE will pay any amounts directly to participating artists per the GRANTEE contract with other artists. It is further understood and agreed by all parties hereto that South Arts' liability under this agreement does not exceed the amount stated in paragraph 4, and the GRANTEE further agrees to inform all persons with whom it contracts that it is solely responsible for such contracts, and they shall not construe a charge against South Arts. Any variations of paragraphs 4 and 5 are covered in paragraph 17.
6. The GRANTEE shall complete the capacity-building project. In the event that the GRANTEE fails to complete the project, South Arts shall not be obligated to make further payments.
7. In acceptance of the Agreement, the Grantee reaffirms that all statements made on contracts with the aforesaid artists are true and valid, and that it understands and agrees to all assurances therein stated.
8. In consideration of the payment by South Arts, the GRANTEE will include in all promotion, publicity, and advertising and in the program and brochure for the project, a credit to South Arts. Additional credit guidelines specific to the GRANTEE'S funding program will be in the Agreement Letter.

9. In the event that the GRANTEE fails to complete the capacity-building project described herein and has previously received financial assistance from South Arts; the GRANTEE will reimburse South Arts to the full extent of payments made toward the capacity-building project. If the services are partially performed and the GRANTEE previously received interim financial assistance from South Arts, such reimbursement will be proportioned accordingly by South Arts.
10. If the GRANTEE is unable to complete the capacity-building projectproject by virtue of any act or regulation or any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, an act of God, or any other cause beyond the GRANTEE's control, South Arts shall still be obligated to make the payment required herein, to the extent that the GRANTEE has incurred expenses or obligations in connection therewith, which obligations could not otherwise be discharged, due to the occurrence of one of the above circumstances.
11. If applicable, for proper evaluation, the GRANTEE agrees to admit South Arts representative(s) and/or appropriate committee at no charge.
12. The GRANTEE shall submit a full written report and accounting summarizing all expenditures and income plus copies of all programs and advance publicity to South Arts within thirty (30) days of the capacity-building project ending date. Such evaluative and financial reports will be presented in the format of the Final Report as distributed by South Arts to each GRANTEE. The GRANTEE must also provide, in writing, notification of this grant award crediting South Arts and any funder that is referenced in your Grant Award Letter to their federal elected officials. (Senators/Congresspersons). Copies of the signed letters may be requested/submitted with their final report.
13. The GRANTEE hereby agrees to keep careful attendance and participation records of the capacity-building project herein provided for. As part of these records, the GRANTEE agrees to adequately document the capacity-building project progress. The financial accounting shall be subject to audit by South Arts and/or appropriate agencies of the federal government. The GRANTEE will be responsible for the safekeeping and identification of fund records that corroborate the financial statement. Said records (sales receipts, travel claims, payment documentation, timesheets, etc.) must be kept in the GRANTEE's files for a period of three years after the end of the project/residency/tour. If the GRANTEE is unable to maintain such records for this period of time, all related financial and evaluative materials will be submitted to South Arts to become a part of its permanent project file.
14. If applicable, the GRANTEE agrees to submit periodic expenditure reports with respect to the herein-described capacity-building project requested by South Arts in addition to the final financial report.
15. The grant cannot be assigned or transferred without written approval of South Arts.
16. South Arts shall encumber no liabilities from this capacity-building project beyond the amount of the grant award.

17. The GRANTEE hereby affirms that:
    - It understands this grant may be taxable income and the Grantee should seek the advice of a tax professional for proper accounting of the grant and the timing of its acceptance.
    - It understands South Arts will not adjust its usual payment process or procedures to aid or assist the Grantee in circumventing its tax obligations.
    - It understands South Arts will not advance payment or close out the capacity-building project prior to the end date due to any deficit after the application of the grant amount; this shall be the responsibility of the GRANTEE.
    - It will equitably compensate all professional performers, related or supporting professional personnel, laborers, and mechanics at the prevailing minimum compensation level or on the basis of negotiated agreements.
18. The GRANTEE certifies that it is legally entitled to enter into an agreement with South Arts and that it will not be violating either directly or indirectly any conflict-of-interest statute or principle of law by the performance of a Grant Award Letter and/or Grant Contract.
19. SPECIAL CONDITIONS: All obligations, financial and otherwise, contained in this agreement are made with the expressed understanding of the GRANTEE that such obligations are entirely contingent upon South Arts receiving financial support from the program's funder.
20. A minimum of 30 days is required to receive payments from South Arts following the GRANTEE's request.
21. The GRANTEE shall provide South Arts with photographs or other documentation of funded presentation(s) associated with the capacity building project as part of full written report required in paragraph 13.
22. Grant payments are made according to ArtsHERE Guidelines and as documented in the GRANTEE's Agreement.