



## **Sustainability Grants for Film and Literary Organizations: Contract Terms and Conditions**

This agreement made between South Arts and the Arts/Cultural Organization, hereinafter called the GRANTEE.

Whereas, South Arts in the exercise of its lawful functions has determined that the operational support for grantee staff, facilities costs, safety supplies and/or marketing expenses will strengthen existing arts resources, stimulate, foster and encourage public interest in the arts in the southeast and will maximize awareness of arts and cultural resources.

Now, therefore it is hereby agreed that:

1. The GRANTEE will conduct the operational activities on or during the period of **April 1, 2022** through **June 30, 2023**.
2. Any variation of the approved funded expenses can only be made by written agreement between the GRANTEE and South Arts.
3. The GRANTEE hereby obligates itself to promote and publicize its services in such a manner by such means that wide public distribution of the fact of the arts services will be given; to obtain and make all arrangements necessary for securing proper facilities; and do any and all other things necessary and proper to ensure the success of the delivery of services, to the best of its ability.
4. South Arts will pay the GRANTEE the GRANT AMOUNT listed in the grant award letter, representing its maximum support of the total expenses. Any deficit in the operational costs after the application of this amount shall be the responsibility of the GRANTEE.
5. 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.
6. In acceptance of the Agreement, the Grantee reaffirms that all statements made in the grant application are true and valid, and that it understands and agrees to all assurances therein stated.
7. The GRANTEE will include in any applicable promotion, publicity, and advertising, the following minimum credit line: "FUNDING PROVIDED, IN PART, BY A GRANT FROM SOUTH ARTS IN PARTNERSHIP WITH THE NATIONAL ENDOWMENT FOR THE ARTS."
8. In the event that the GRANTEE fails to perform the activities described herein and have previously received financial assistance from South Arts; the GRANTEE will reimburse South Arts to the full extent of payments made to the operational expenses. If the expenses are partially incurred and the GRANTEE previously received interim financial assistance from South Arts, such reimbursement will be proportioned accordingly by South Arts.
9. If the GRANTEE is unable to complete the activities/services 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.
10. For proper evaluation, the GRANTEE agrees to admit South Arts representative(s) and/or appropriate committee at no charge.
11. The GRANTEE shall submit a full written report and accounting summarizing all expenditures and income plus copies of any promotion/publicity to South Arts within thirty (30) days of the funding end 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 the National Endowment for the Arts to their federal elected officials (Senators/Congresspersons). Copies of the signed letters may be requested/submitted with their final report.

12. The GRANTEE hereby agrees to keep careful financial records, receipts, and proof of expenses for funded expenses. As part of these records, the GRANTEE agrees to adequately document these costs. 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 organization's financial statement. Said records (financial records, supporting documents, statistical records, sales receipts, timesheets, etc.) must be kept in the GRANTEE's files for a period of three years after the end of the grant period. 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.
13. If applicable, the GRANTEE agrees to submit periodic expenditure reports with respect to the herein-described services requested by South Arts in addition to the final report.
14. The grant cannot be assigned or transferred without written approval of South Arts.
15. South Arts shall encumber no liabilities from this project beyond the amount of the grant award.
16. The GRANTEE hereby affirms that:
  - No part of net earnings may benefit a private stockholder or individual that is in an organization to which donations are allowable as a charitable contribution under Section 170 (c) of the Internal Revenue Code of 1954, as amended. A copy of the Internal Revenue Service Determination letter for tax exempt status (under Section 501) must be submitted with each application.
  - It will conduct its operations in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and, where applicable, Title IX of the Education Amendments of 1972, which bar discrimination of federally assisted projects on the basis of race, color, national origin, disability, or sex.
  - It will conduct its operations in accordance with the requirements of the Drug-Free Workplace Act of 1988, which requires the recipients of Federal grants to certify that they will provide a drug free workplace.
  - It will conduct its operations in accordance with the requirements of Section 1352, Title 31 of the US Code regarding lobbying members of Congress, an officer of employee of Congress, or an employee of any Federal agency, and that if this is to occur, it be reported on Standard Form-LLL (Disclosure form to Report Lobbying).
  - It will 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 which would satisfy the requirements of Parts 3, 5, and 505 of Title 29 of the Code of Federal Regulations for the duration of any project supported in whole or in part by South Arts.
17. The GRANTEE certifies, by the electronic signature of its authorized representative hereinafter, that it is legally entitled to enter the subject 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 the Agreement.
18. 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 National Endowment for the Arts, Washington, D.C.
19. A maximum of 30 days is required to receive payments from South Arts.

The funding will become effective upon the receipt of the grant award letter and grant acceptance by the authorizing official of the GRANTEE.