

SOUTH CAROLINA ARTS COMMISSION
1026 Sumter St., Suite 200 Columbia, SC 29201

CONTRACT #: Grant #

This agreement, made and entered into **Date**, by and between the South Carolina Arts Commission, hereinafter referred to as the "Commission," and **Organization Name** (FEI#: **Organization Tax ID**), **Organization Address**, **Organization City**, **Organization State**, **Organization Postal Code**, hereinafter referred to as the "Contractor," provides as follows:

Whereas, the Commission is authorized and empowered to enter into agreements with individuals, organizations, and institutions for services and for cooperative endeavors furthering the Commission's objectives; and

Whereas, the Contractor has indicated that all requirements of the grant can be fulfilled within the project dates specified.

Now, therefore, the Commission has awarded a grant to the Contractor as follows:

CONTRACTOR:	Organization Name
AUTHORIZED OFFICIAL:	Organization Primary Contact Phone Email
CONTACT:	Applicant Name Applicant Phone Applicant Email
CATEGORY:	Grant Name
CONTRACT #:	Grant #
PROJECT:	Project Name
PROJECT DATES:	Begin Date to End Date
FINAL REPORT DUE:	Final Report Due Date
GRANT AWARD:	AMOUNT AWARDED: Amount Awarded + REQUIRED MATCH: Match Amount = TOTAL MINIMUM PROJECT EXPENSES: Total Minimum Project Expenses

All parties agree that the following provisions shall prevail:

PAYMENT & FUNDING

GRANT AWARD PAYMENT: Payment of this contract [REDACTED]. Grant payment will be released to the Contractor [REDACTED]. This approval is contingent upon fulfillment of the terms of this contract. As outlined in the Delinquent Grantee Communication Policy, which can be found in the grant guidelines, grant funds will not be released to a Contractor if the Benefiting Organization has grant reports or debts outstanding until these have been resolved to the satisfaction of the Commission.

Commented [AM1]: Payment details change based on the grant category.

GRANT RESPONSIBILITIES: The Contractor agrees to pay all costs of the grant activities as outlined in the funded proposal.

FUNDS AVAILABILITY/LIMITATIONS: Availability of Funds: This grant is conditioned upon the availability of funds allocated to the Commission or available to it from other sources. **Maximum Total Funding:** It is a condition of this grant that Commission funds may not exceed the amount awarded or Maximum Funding% of the total cost of the allowable grant project expenses, whichever is less. **Federal Funding:** This grant is funded using Federal dollars. The Commission will notify the Contractor/Benefitting Organization of the specific Federal dollars used. The Benefitting Organization's match must not consist of Federal funding.

FINANCIAL RELATIONSHIPS: The Contractor shall notify all persons with whom they contract that the Contractor shall be solely responsible for payment and shall not represent that the operation constitutes a joint financial venture with the Commission.

REPORTING REQUIREMENTS

REPORTING/DOCUMENTATION REQUIREMENTS: The Contractor shall submit a complete and accurate final report, in format determined by Commission, on or before Final Report Due Date

CHANGES TO GRANT ACTIVITIES: Any proposed changes made to funded grant activities must be approved in writing, in advance, by the Commission. Revisions to grant-funded activities must be emailed to grants@arts.sc.gov to be processed for approval or denial.

PUBLIC CREDIT & RECOGNITION REQUIREMENTS

LEGISLATIVE NOTIFICATION: The Contractor is required to inform their state legislators of Commission funding. Unless the Commission specifies an exemption, the Contractor is also required to invite local legislative delegates to all grants-related events.

PUBLICITY/ALL CREDITS: Funds awarded by the Commission are public monies and must be given appropriate credit. Therefore, an organization or artist receiving funds or support must give credit to the Commission and the National Endowment for the Arts (NEA) in all electronic and print publications, including advertising, brochures, news releases, newsletters, programs, websites and social media sites, and in other promotion and publicity. This credit should be given in the same manner afforded to other donors at the same or comparable level. This credit should be prominently positioned near the name of the sponsoring organization or grantee using the following wording: **"This project is funded in part by the South Carolina Arts Commission which receives support from the National Endowment for the Arts."** When space allows, the Arts Commission's logo should be used in conjunction with the credit statement. Where no printed program for a funded project exists, grant recipients must make at least one public announcement during the activity giving credit to the South Carolina Arts Commission, noting that the Commission receives support from the National Endowment for the Arts.

COMPLIANCE & LEGAL REQUIREMENTS

LEGAL COMPLIANCES: It is mutually agreed that all parties shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Drug Free Workplace Act of 1988, the South Carolina Freedom of Information Act of 1976 (as amended 1987), the Age Discrimination Act of 1976, the Americans with Disabilities Act, and with Title 29 of the Fair Labor Standards Act, Title 16, Chapter 15, Article 3 of the South Carolina Code of Laws, and all other applicable federal, state and local laws. For organizations, it is also understood that the grant is conditioned upon retention by the Contractor of its federal tax-exempt and SC non-profit status. Upon termination of such status, the award shall become null and void.

NO ADVOCACY OR PROMOTION; OBSCENITY AND COMMUNITY STANDARDS; PROJECTS IN SCHOOLS: Contractor certifies and agrees that no part of the funding received by Contractor pursuant to this Contract shall be used, directly or indirectly, to defray the cost of any work by Contractor that promotes any ideology. Contractor further acknowledges and agrees that any project funded directly or indirectly by funds received under this Contract shall be subject to and governed by the Laws of the State of South Carolina with regard to obscenity, as well as community standards of decency, and that any work funded directly or indirectly by this Contract presented to or involving K-12 schools shall be subject matter and age appropriate.

AUDITS AND FINANCIAL RECORDS: The Contractor's financial accounting records shall be subject to audit in accordance with [2 CFR 200.334](#). Any Contractor that expends \$750,000 or more in federal funds during the Contractor's fiscal year from all granting sources is required to have a single or program-specific audit conducted for that year in accordance with the provisions, at Contractor's expense, performed by the State of South Carolina and/or the federal government or independent auditors. The Contractor will be responsible for the safe keeping and identification of funds records which corroborate the project's financial statements. Said records (sales receipts, invoices, travel claims, time sheets, etc.) must be kept in the Contractor's files for a period of three years from the date of submission of the final report. If the Contractor is unable to maintain such records for this period of time, all related financial and evaluative material will be submitted to the Commission to become part of its permanent grant files.

COPYRIGHT: All works, productions, and materials whatsoever created, produced or finished by as specified by or for the Commission during the duration of this contract, are the property of the Contractor, excepting only those works, productions and materials specifically exempted in writing by the Commission

CANCELLATION AND PENALTIES

PAYMENT FOR INTERRUPTED SERVICES: In the event the grant is canceled by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, an act of God or any other cause beyond the Contractor's control, the Commission shall still be obligated to make the payment required herein and similarly, the Contractor shall match that payment in the required proportion to the extent that expenses or obligations have been incurred, which otherwise cannot be recovered or reclaimed. In the event the grant is canceled by the Contractor for any other reasons, the Contractor agrees to reimburse the Commission within thirty (30) days after the date of cancellation any awarded funds not used to defray the costs of the grant activities.

GRANT CANCELLATION, RECOVERY OF FUNDS, AND OTHER CONSEQUENCES: If the Contractor fails to fulfill any of the responsibilities as outlined in this contract, the Commission retains the right to enforce any or all of the following consequences: **Cancellation of this grant contract.** Such cancellation shall relieve the Commission of any further obligations under this contract. If payment has been advanced to the Contractor for this award, the Contractor shall reimburse the Commission to the full extent of payments made. **Assessment of a penalty** of 10% on the Contractor’s current grant award. **Assessment of a penalty** of 15% on the Contractor’s next grant award. **Withholding future grant contracts** to the Contractor until the requirements outlined in this grant contract are resolved.

ACCEPTANCE & SIGNATURES

THE CONTRACTOR SHALL CONFIRM ACCEPTANCE OF THIS GRANT BY SUBMITTING THE REQUIRED CONTRACT PACKET BY «FollowUp_Due_Date_1».

AUTHORIZED SIGNATURES: The Commission agrees to the terms of the contract outlined herein and the act of presenting said contract through our online grants management system serves as the Commission’s signature.