



**Ohio History Fund  
GRANT AGREEMENT  
[NAME OF GRANT RECIPIENT HERE]**

By the signatures of both parties below, the Ohio History Connection obligates from its Ohio History Fund grant program the sum of **1[GRANT AMOUNT]** to the **[GRANT RECIPIENT]** (Grantee) for **[TITLE OF PROJECT]**, a **[FUNDING CATEGORY]** project under the *Guidelines* of the Ohio History Fund.

The Grantee will match the grant in the amount of \$**[MATCH AMOUNT]**, which is required to meet the project’s cost, as described in the approved budget. The match amount may be revised if necessary during the life of this Grant Agreement (Agreement), so long as the match equals or exceeds 40% of the total project cost.

The grant period will extend from **[BEGINNING DATE – END DATE OF PROJECT]**

This Agreement will be governed by the terms and conditions enumerated below. These terms and conditions shall apply to the Grantee and Grantee’s sub-recipients and subcontractors.

In witness thereof, the parties have executed this Agreement on the dates entered below:

**Grantee:**

**Ohio History Connection:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **GRANT TERMS AND CONDITIONS**

### **Certification of Status**

1. The Grantee certifies that it is a non-profit organization incorporated in the State of Ohio in good standing and that the IRS has granted to it tax-exempt status, or that it is public entity in the State of Ohio. Furthermore, the Grantee warrants that it has the legal authority to accept the Ohio History Fund grant from the Ohio History Connection and to finance and complete the funded project, as described herein including subsequent approved modifications.

### **Use of Grant Funds**

2. The proposal submitted by the Grantee, as amended and approved by the Ohio History Connection, is considered part of this Agreement. Grant funds will be expended only for the activities set forth in the grant proposal's narrative, work schedule, and budget included therein.
3. Project costs must be incurred during the grant period. Expenses charged to grant funds may not be incurred prior to the beginning dates specified above or after the grant end date, also specified above. Obligations outstanding as of the end date of the grant period shall be paid within 30 days thereafter.
4. Any portion of the Ohio History Fund grant award that is not obligated at the end of the grant period shall be recaptured by the Ohio History Connection for future grant making. Grantee shall return such funds to Ohio History Connection, or otherwise cooperate in Ohio History Connections recovery of the funds.
5. The Grantee agrees to assign or secure for this Project personnel who meet applicable professional qualifications as stated in the Ohio History Fund's Guidelines
6. Travel expense reimbursement amounts for the Project are set by rates in the Ohio History Connection's Travel Policy and Procedures in effect as of the date of this Agreement.
7. The Grantee agrees not to use any part of the Ohio History Fund grant or matching share for this Project for any activity or for the publication or distribution of literature that in any ways tends to promote public support or opposition to any legislative proposal on which Congressional, state, or local government action is not complete.
8. No funds from this grant will be used to pay the cost of alcoholic beverages

### **Reports, Forms, & Disbursement of Grant Funds**

9. The Ohio History Connection shall remit the grant award to the Grantee upon submission and acceptance of the following reports and forms:
10. For the first payment of the grant award (50% of the total award for Organizational Development and Programs & Collections projects; 20% for Bricks & Mortar projects):
  - 1) Signed Grant Agreement
  - 2) Completed W-9 form
  - 3) Completed Ohio History Connection New Vendor Form
  - 4) Invoice / Request for Grant Disbursement
  - 5) Revised project budget
  - 6) Revised project schedule
  - 7) Request for Proposal, if required and approved in writing by the Ohio History Fund (if Bricks & Mortar project or otherwise required. See "Procurement" below)
  - 8) For Bricks & Mortar projects - Certificate of Insurance. See item #52 below

11. The Grantee will submit a Mid-project report at the half-way completion point of the project, **[DATE FROM WORK SCHEDULE HERE]**. The report shall include all materials and information requested in the Ohio History Connection's online system, accessible via [www.ohiohistory.org/historyfund](http://www.ohiohistory.org/historyfund).
12. The Grantee will submit a final project report to the Ohio History Connection no later than 30 days after the end of the grant period. The grant period ends **[DATE FROM WORK SCHEDULE HERE]**. The final report is due **[DATE 30 DAYS AFTER ABOVE]**. The report shall include all materials and information requested in the Ohio History Connection's online system, accessible via [www.ohiohistory.org/historyfund](http://www.ohiohistory.org/historyfund). Upon review and acceptance of the report, the Ohio History Connection will disburse the remaining grant amount.
13. If this Agreement governs a Bricks & Mortar project, see "Bricks & Mortar-Conditions," below.

### **Grant Accounting and Auditing**

14. The Grantee's matching share is noted above and must be incurred within the grant period for the Ohio History Connection to make the final grant payment.
15. The Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and adequate to permit an accurate and expeditious audit, as necessary, by the Ohio History Connection or its designated representative.
16. The Grantee agrees to maintain records to demonstrate the required matching contributions, including written proof of the monetary value of matching amounts and agrees to maintain such proof so as to permit an accurate and expeditious audit.
17. The Grantee agrees to retain all project-related records for 3 years following final payment of project-related expenses and resolution of all other pending project-related matters. If an audit, litigation, or other action is started before the end of the 3 year period, records relating to the action must be retained until all issues arising from the action are resolved or until the end of the 3-year period, whichever is later.
18. The Ohio History Connection will not be responsible or liable for any deficit arising from the Grantee's program nor will the Ohio History Connection be liable for any costs over and above the grant amount specified in this Agreement.

### **Procurement**

19. If checked () the Grantee agrees to solicit competitive proposals for this project using a written Request for Proposal (RFP).
  - Proposals are to be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.
  - To ensure that small businesses, minority-owned firms, and women's business enterprises (WBE) are used to the fullest extent practicable, recipient agrees to visit the Ohio Department of Administrative Services Minority Business Enterprise (MBE) Program website to search for certified MBE and WBE businesses and to document inclusion of such businesses in their procurement process.
  - Grantee will award the contract to a responsible and responsive bidder on the basis of written selection criteria in the RFP.

20. Requests for Proposal must be reviewed and approved by the Ohio History Connection prior to issuance. Any contractor/consultant involved in preparing the RFP cannot be hired to carry out the work.
  - The first grant payment will be sent upon approval of the RFP by the Ohio History Connection.
21. Grantee agrees that if a consultant was hired prior to the grant period, documentation showing that a fair and open selection process was used to hire the consultant will be submitted to Ohio History Connection prior to the initiation of project work.
22. RFPs must insure that the scope of the project meets applicable standards and best practices. In the case of this project these include: **[insert title of appropriate standards/best practices document here]**, e.g. [Secretary of the Interiors Standards for Rehabilitation.](#)]

### **Revisions to Project**

23. The Grantee agrees to complete the proposed work by the project end date noted above and will adhere to the work schedule, budget, and scope of work submitted in the grant application.
24. Requests for changes to the schedule, budget, and/or scope must be submitted in writing and approved prior to any such change. Note, however, that changes for an aggregate budget amount of 20% or less need no prior approval. Additionally, the Grantee will notify the Ohio History Connection of any changes in the dates of public events and / or in the key personnel identified in the grant application.

### **Non-Assignability, Third Party Obligations and Liability**

25. The Grantee may subcontract for performance of project-related work as described in Grantee's application. The execution of subcontracts shall not alter or modify the obligations of the Grantee. The Grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party.
26. Work done by outside party for the Grantee must be governed by a written contract. Grantees are not required to submit contracts for approval by the Ohio History Connection prior to execution. Grantees are required to submit executed contracts as a part of the final project report ( #12 above).
27. It is not the intent of the parties to this Agreement to create an agency relationship. Neither party, nor their subconsultants or subcontractors, may bind the other to obligations to third parties. The Grantee shall be solely responsible for the acts, omissions, faults, and negligence of its agents, employees, volunteers, contractors, subcontractors, and their employees, and all other persons otherwise engaged by the Grantee under this Agreement and for any damage to persons or property as a result thereof.

### **Indemnification**

28. Except in the case that the Grantee is an agency of the State of Ohio or of a political subdivision thereof, he Grantee shall indemnify the and hold the Ohio History Connection, its members, officers, employees, agents and licensees harmless from and against any and all liabilities, claims, costs, expenses (including, without limitation, attorney's fees), penalties, causes of action, demands, losses, judgments or damage asserted against the Ohio History Connection or the Ohio History Connection's members, officers, employees, agents and licensees by or on behalf of any

person, firm, or corporation arising out of or in any way related to the negligent or willful acts of the Grantee or its officers, employees, agents, or licensees

**Acknowledging Ohio History Fund Support**

*Project manager and authorizing official specified in the grant application initial below where indicated.*

29. All written, visual, and audio material about Ohio History Fund-supported activities – including, but not limited to news releases, newsletter articles, web sites, social media postings, and program handouts – must include the following acknowledgement, verbatim and in legible type:

**“This project is made possible in part by the Ohio History Fund, a grant program of the Ohio History Connection. The Ohio History Fund is made possible by voluntary donations of state income tax refunds, sales of Ohio History “mastodon” license plates, and direct donations to the Ohio History Connection. [www.ohiohistory.org/historyfund](http://www.ohiohistory.org/historyfund)”**

30. In any social media posts about the Project, use the tags **@ohiohistory**, **#HistoryFund** and **#OhioHistoryConnection**, in addition to the acknowledgement language in #29 above.

31. The Grantee agrees to erect or mount a sign visible to the public near the project site that includes language in #29 above. For the sake of clarity, the sign should state the name of the Project as given in this Agreement.

32. The Ohio History Connection’s logo must be displayed legibly as a part of all Grantee’s printed and visual acknowledgements of the grant.



33. The Ohio History Fund’s support must be acknowledged verbally at all grant-funded public events and programs.

34. By the due date of the mid-project report (see #11 above) the grantee shall address a letter to its state representative, state senator, U.S. representative, and U.S. senators describing the Project, its significance, and the role of Ohio History Fund support in the project. Copies of such acknowledgements shall be included in the project’s mid-term progress report to the Ohio History Connection.

***Because Ohio History Fund grants are made possible solely through voluntary donations of portions of Ohio income tax refunds and optional purchases of Ohio History “mastodon” license plates, the program relies on grantees and others for promotional support. Both the Project Director and Authorizing Official named in the grant application agree that the grantee organization will acknowledge Ohio History Fund support as specified in sections #27 - 34 above.***

<b><i>Project director initials:</i></b>	<b><i>Authorizing official initials:</i></b>
_____	_____

## **Disclaimer**

35. Products arising from grant activities shall include a disclaimer stating that the findings, conclusions or recommendations do not necessarily represent the views of the Ohio History Connection.

## **Public Programs**

36. If the Grantee's project includes any events open to the public, such as dedications, exhibits, performances, or programs, the Grantee shall notify the Ohio History Connection no later than two weeks before the event. The Ohio History Connection may choose to send a representative to the event, who shall be admitted without charge.
37. Grant-funded programs and events must take place at Americans with Disabilities Act-compliant facilities, or at facilities expressly exempted from Americans with Disabilities Act guidelines and regulations.

## **Copyright of Project Materials**

38. Except as otherwise provided by the Agreement, the Grantee shall retain ownership of and is free to copyright any books, publications, or productions ("Work") created as a result of the grant project. Grantee represents and warrants that the Work shall not use or infringe upon the intellectual property and property rights of any third party, and it shall defend, settle, or pay any judgments arising from any claims of infringement.
39. As a condition of grant assistance, the Grantee agrees to, and awards to the Ohio History Connection a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, translate, reproduce, and use all subject data or copyrightable material based on such dates covered by the copyright.

## **Distribution of Project Media Products**

40. If a product of the Project is a book, video, audio production, or related item, the Ohio History Connection shall be forwarded two copies free of charge as a part of the project's final report. If the Ohio History Connection requests additional copies of materials produced under this grant for nonprofit use, the copies will be provide at the cost of reproduction and shipping, and no royalties or other fee will be charge by the Grantee or a distributor.
41. The Grantee may not distribute any media product that results from this Project with advertising in support of partisan, religious, or political advocacy or in a manner inconsistent with the Ohio History Fund *Guidelines*. Grantees may, however, recognize the support of a commercial products or services in the media product's credits. These provisions also apply to assignees who may take over rights to the product at a point in the future after the grant period ends.

## **Grant Suspension, Termination, or Ineligibility**

42. Failure of the Grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of the Agreement, and upon written notice from the Ohio History Connection, the Ohio History Connection shall, to the full extent permitted by law, have every right and remedy available to it by law, including the right to cancel the grant either in part or in whole and recover any partial payments made.

43. This grant may also be terminated by mutual agreement, which shall not affect any valid commitment of grant funds that, in the judgment of both the Ohio History Connection and the Grantee, had become firm before the effective date of the termination.

### **Compliance with Local, State, and Federal law**

44. The Grantee affirms that it is not presently be debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency. The grantee further agrees to require certification of same from any subcontractors hired under the RFP process outlined in "Procurement" section above.
45. The Grantee affirms that no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program, activity, or service on the basis of race, color, religion, sex, national origin, disability, ancestry, gender identity, sexual orientation, veteran's status, age or any other status or class protected by law. The Grantee further agrees not to so discriminate against any employee or applicant for employment to be hired in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
46. The Grantee and its subcontractors and partners in the performance of all activities under this Agreement shall comply with and require compliance with all applicable laws, ordinances, codes, and regulations of the United States, the State of Ohio, and of local government. No portion of the proceeds of the grant may be used for the personal benefit of disqualified persons.

### **Bricks & Mortar Projects – Conditions**

47. Grant disbursement: A maximum of 20% of the total grant, or **\$(AMOUNT)** will be paid at the start of the project upon approval of the Request for Proposals by Ohio History Connection. Two additional partial payments may be paid on a reimbursement basis following submission of a Request for Reimbursement form. Partial payment requests must include documentation of match incurred. Any partial payments made will not exceed 55% of the grant amount, or **\$(AMOUNT)**. The final payment, the last 25% of the grant amount, **\$(AMOUNT)**, will be made upon acceptance of the final project report by the Ohio History Connection. .
48. The Grantee agrees to assume, after the completion of the project, the cost of continued maintenance, repair and administration of the grant-assisted property in such a way so as to preserve the architectural, historical, or archaeological qualities that keep the property eligible for listing in the National Register of Historic Places. As applicable, these obligations include reasonable measures for the protection of the property, including from vandalism or destruction, and may encompass, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.
49. Accordingly, the Grantee agrees to sign a Preservation Agreement. The term of the Preservation Agreement must run for five years from the end date of the project indicated in this Grant Agreement or from the date of acceptance of the final project report, whichever is later. A copy of the executed Preservation Agreement must be submitted to the administrator of the Ohio History Fund prior to the disbursement of the final grant payment by the Ohio History Connection.
50. For all project work executed on properties not clearly visible from a public right-of-way, or where interior work other than structural or mechanical is funded, the owner agrees to provide public access to view the grant-assisted work or property no less than four days a year on an equitably spaced intervals. At the Grantee's option, the property may also be open at other times by appointment, in addition to the scheduled four days a year. Unless otherwise promoted in site brochures, websites, social media, or other means, the Grantee agrees to publish a notification

giving dates and times when the property is open to the public in the appropriate section of a general circulation newspaper covering the area in which the property is located. Documentation of such notice is to be submitted to the Ohio History Connection biennially during the term of the Preservation Agreement. The Ohio History Connection will provide the owner with suggested wording of the public notification upon request. Nothing in Preservation Agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

51. Building codes and permits: it shall be the responsibility of the Grantee or its subcontractor to follow all applicable building codes and to secure all necessary building permits.
52. Grantee shall maintain insurance coverage for general liability in the amount of \$1,000,000.00 per occurrence, and \$1,000,000.00 in the aggregate. Grantee shall, no later than the time of the first disbursement of grant funds, provide to Ohio History Connection a certificate of insurance reflecting the required coverage and naming Ohio History Connection as an insured under the policy. The certificate shall reflect that the policy cannot be cancelled without ninety (90) days' notice to Ohio History Connection. The cost of obtaining insurance is an allowable project cost.
53. Risk of loss to any real or personal property or fixtures shall remain with Grantee. Grantee shall secure insurance for fire and other casualty for the subject structures and other property in an amount reasonably reflecting the value of the property to be insured. In the event of loss, Grantee shall refund to Ohio History Connection from insurance proceeds the amount of grant funds provided to and spent by Grantee on the project.
54. Grantee shall comply with, and shall assure that its contractors and their subcontractors comply with, worker's compensation laws. Grantee shall provide to Ohio History Connection certification of coverage for itself, its contractors, and subcontractors.

#### **General Provisions**

55. This Agreement is the entire agreement of the parties, and all prior representations, negotiations and agreements are merged with and superseded by this Agreement.
56. This Agreement and all matters related to it shall be governed by the laws of the State of Ohio, except that all laws, rules, or precedent resulting in the application of the law or procedure of any other jurisdiction shall not apply.
57. All disputes shall be heard exclusively before the state or federal courts seated in Franklin County, Ohio, and the parties acknowledge that such courts have personal jurisdiction and are proper venues.