



Grant Agreement
between
Ohio History Connection
and
[GRANTEE NAME]

Project Title: [PROJECT TITLE]

Amount of Ohio History Funds Obligated: [SAMOUNT]

Amount of Recipient Match: [SAMOUNT]

Project Total: [SAMOUNT]

Period of Performance (Start – End Dates of Project): [DATE] through [DATE]

This Grant Agreement (Agreement) is entered into by the Ohio Historical Society, dba Ohio History Connection (Ohio History Connection) and [GRANTEE NAME] (Grantee).

ARTICLE I- BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide Ohio History Fund grant assistance to Grantee to assist in carrying out their project.

ARTICLE II - AUTHORITY

Upon signature of both parties below, the Ohio History Connection obligates with this Grant Agreement the sum of [SAMOUNT] appropriated State Fiscal Year [YEAR]. Grantee warrants that it has the legal authority to accept the History Fund grant and to finance and complete the scope of work for the funded project within the period of performance. 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.

ARTICLE III- STATEMENT OF WORK, DELIVERABLES, SCHEDULE

1. Scope of Work

[SCOPE OF WORK]

- a. Forms - Before commencing the project, the Grantee shall submit the following to the Ohio History Connection. All shall be signed/approved by the Grantee and the Ohio History Connection before project work commences:
 - i. Signed Grant Agreement
 - ii. ☐ If checked, a Request for Proposal (RFP) is required. See "Procurement" below for details. The creation of an RFP is a task in the project's Work Schedule.
 - iii. ☐ If checked, a Certificate of Insurance naming the Ohio History Connection as an insured under the Grantee's policy. See "Bricks & Mortar Projects – Conditions" below.

2. Schedule

After execution of this grant agreement, Grantee will resubmit an updated project schedule

per the guidelines from the original grant application and using a start date of [DATE]. The schedule will indicate any tasks completed to date and show completion of project work not later than [DATE]. The schedule should allow 30 business days for responses to any requests for proposals and allow 30 business days for review of grant documents and draft products by the Ohio History Connection.

ARTICLE IV- KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. For the Ohio History Connection, they are:

For the Ohio History Connection:

Andy Verhoff
Program Manager - Ohio History Fund & Outreach
State Historic Preservation Office
Ohio History Connection
800 E. 17th Ave., Columbus, OH 43211
614-297-2341
averhoff@ohiohistory.org

For the Grantee:

(NAME)
(TITLE)
(ORGANIZATION)
(ADDRESS)
(CITY, STATE, ZIP)
(PHONE NUMBER)
(E-MAIL ADDRESS)

ARTICLE V- AWARD AND PAYMENT

Ohio History Connection will provide funding to the Grantee for the Scope of Work described in Article III and in accordance with the Ohio History Connection approved budget in Attachment A.

Grantee shall request payment in accordance with the following instructions. Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment, and documentation of completed work using an online final project report form. The final project report form is accessible via www.ohiohistory.org/historyfund.

One partial payment of up to 40% of the grant amount may be made provided that all applicable project conditions are met, and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions

Requests for payment are to be submitted using the invoice form provided by Ohio History Connection. Any portion of the Ohio History Fund grant award that is not obligated at the end of the grant period shall be returned to the Ohio History Connection, and then returned to the Ohio History Fund. for future grant making. Grantee shall return any unexpended funds to Ohio History Connection, if made, and otherwise cooperate in Ohio History Connection's recovery of the funds.

Allowable and Eligible Costs. Expenses charged against awards under the Agreement may not be incurred prior to the period of performance and may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the budget included in Attachment A. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance.

Travel Costs. Travel costs charged against this Agreement must be included in the budget in Attachment A and considered reasonable and may not exceed charges allowed under the Ohio

History Connection's Travel and Entertainment Policy and Procedures or by the Grantee in its regular operations as the result of the Grantee's written travel policy, whichever is more restrictive.

Indirect Costs. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget in Attachment A.

ARTICLE VI- PRIOR APPROVAL

Except for the instances outlined below, the Grantee shall obtain prior written approval from Ohio History Connection for changes in a project's budget, scope, schedule, or key project personnel. Overall, the Grantee agrees to complete the proposed work stipulated during the period of performance and will adhere to any additional provisions outlined in the Project Attachments.

Requests for changes to the following must be submitted in writing and approved by Ohio History Connection prior to the execution of a change.

- a. Changes to a budget that exceed 20% of the total cost of the project must be submitted in writing to and approved by the Ohio History Connection advance. Changes under 20% of the total project cost require no prior approval.
- b. Changes to the work schedule that affect the dates of public events associated with the project or the due dates of mid- or final project reports must be submitted in writing to and approved by the Ohio History Connection in advance. Prior approval by the Ohio History Connection is not required for minor adjustments to the work schedule.

ARTICLE VII- INSURANCE AND LIABILITY

Insurance. The grantee shall be required to (1) maintain or obtain liability insurance or (2) demonstrate present financial resources sufficient to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

Indemnification. Except in the case that the Grantee is an agency of the State of Ohio, a political subdivision thereof, or a state university, the grantee hereby agrees to indemnify the Ohio History Connection, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this grant agreement and (2) for damage or loss to Ohio History Connection property resulting from such an activity. This obligation shall survive the termination of this Agreement.

ARTICLE VIII- REPORTS AND/OR DELIVERABLES

1. Progress toward the completion of the project will be tracked and reported by submission of the following reports:

Mid-Project Report – Due [DATE] (covering grant period project start through [DATE]) The report shall include all materials and information requested in the Ohio History Connection's online grant management guidance, accessible via www.ohiohistory.org/historyfund. Upon approval of the mid-project report, the Grantee will have access to the final project report form, also online.

Final Project Report - Due within 45 days of the completion of the grant project. The report shall include all materials and information requested in the Ohio History Connection's online grant management system, accessible via www.ohiohistory.org/historyfund.

2. 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.

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.

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.

3. Disclaimer - 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.
4. Public Programs
 - a. 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 at least two weeks before the event. The Ohio History Connection may choose to send a representative to the event, who shall be admitted without charge.
 - b. 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.
5. Copyright of Project Materials
 - a. 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.
 - b. Grantee agrees to the license provision of Article X(B)(2) hereof.
6. Distribution of Project Media Products
 - a. 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 provided at the cost of reproduction and shipping, and no royalties or other fee will be charge by the Grantee or a distributor.
 - b. The Grantee shall not distribute any media product that results from this Project that contains 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 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.

ARTICLE IX- MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

This Agreement may be modified only by a written instrument accepted or executed by the Ohio History Connection. Ohio History Connection may impose additional conditions if it is determined that the Grantee is non-compliant with the terms and conditions of this agreement. Remedies for noncompliance may include reduction or termination of the grant award.

This project may be terminated in whole or in part as follows:

- By the Ohio History Connection if the Grantee fails to comply with the terms and conditions herein;
- By the Ohio History Connection for any other cause;
- By the Ohio History Connection with the consent of the Grantee, in which case the two

- parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- By the Grantee upon sending to the Ohio History Connection written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; or
 - If the Ohio History Connection determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the Ohio History Connection may terminate the grant award in its entirety.

ARTICLE X- GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a. Code of Federal Regulations/Regulatory Requirements: 43 CFR 43, "Government wide Requirements for a Drug-Free Workplace"
 - b. CFR Part 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (Non-Procurement)"
 - c. 43 CFR 18, "New Restrictions on Lobbying"
 - d. 2 CFR Part 175, "Trafficking Victims Protection Act of 2000"
 - e. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions
2. Grantee shall be responsible to exercise due diligence in respect to the applicability of and changes in all laws, regulations, policies, executive orders, secretary orders and other requirements of all federal, state, and local government authorities. To the extent that compliance with changes shall result in additional cost to Grantee, Grantee shall be solely responsible for such additional costs. There shall be no further funding provided to defray such costs.
3. The grant may be cancelled, in the discretion of the Ohio History Connection, in the event of the failure of Grantee to comply with changes in laws, regulations, policies, executive orders, secretary orders and other requirements of all federal state and local government authorities.
4. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
5. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the Ohio History Connection and the Assignee. The grantee may subcontract for performance of project-related work as described in the grant application and Project Attachment. 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
6. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
7. Agency. The Grantee is not an agent or representative of the Ohio History Connection or the State of Ohio or its agencies and political subdivisions, nor will the Grantee represent itself as such to third parties. Ohio History Connection employees are not agents of the Grantee and will not act on behalf of the Grantee. It is not intent the parties to this Agreement to create an agency relationship. Neither party, nor their sub-consultants 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.

8. Non-Exclusive Agreement. This Agreement in no way restricts the Grantee or Ohio History Connection from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
9. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
10. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
12. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between the Ohio History Connection or the State of Ohio or its political subdivisions and Grantee or its representatives.
13. No Third-Party Rights. This Agreement creates enforceable obligations between only Ohio History Connection and Grantee. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

B. Special Provisions

1. Public Information and Endorsements.
 - a. Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Ohio History Connection endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the Ohio History Connection approves of the Grantee's work products or considers the Grantee's work product to be superior to other products or services.
 - b. All information submitted for publication or other public releases of information regarding this project shall carry the logo provided by the Ohio History Connection and the following acknowledgement.

[PROJECT NAME] is funded in part by the Ohio History Fund, a grant program of the Ohio History Connection. Your donations to the Ohio History Fund make this program possible. www.ohiohistory.org/historyfund
 - c. The Grantee agrees to erect or mount a sign visible to the public near the project site that includes language in paragraph above. The size of the sign shall be appropriate to the project, as agreed upon by the Ohio History Connection and the Grantee.
 - d. By the due date of the final project report 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 either the project's mid-term progress report or final project report to the Ohio History Connection.

2. Rights in Data. The Grantee must grant the Ohio History Connection a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
3. Procurement Procedure:
 - a. If checked in Article III above, the Grantee agrees to solicit competitive proposals for this project using a written Request for Proposal (RFP).
 - i. 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.
 - ii. Grantee will award the contract to a responsible and responsive bidder based on written selection criteria in the RFP.
 - b. 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.
 - c. Grantee agrees that if a contractor/consultant was hired prior to the grant period, documentation showing that a fair and open selection process was used to hire the contractor/consultant will be submitted to Ohio History Connection prior to the initiation of project work.
 - d. RFPs must ensure that the scope of the project meets applicable standards and best practices. In the case of this project these include: **[APPLICABLE STANDARDS]**.
5. Subcontracts. The Grantee may subcontract for the performance of the services and activities herein prescribed. The Grantee should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Grantee and the Ohio History Connection. 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. the execution of subcontracts shall not alter or modify the obligations of the Grantee hereunder.

The Grantee shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method.

6. Permits. The Grantee agrees to obtain any permits or permission from property owners as necessary for the performance of the project work.

ITEMS 7 - 11 ONLY APPLY TO BRICKS AND MORTAR PROJECTS]

7. Project Sign: The Grantee shall erect a project sign at the development site. The project sign shall be erected at project initiation and remain in place through project completion. The sign shall include the following: [INSERT NAME OF PROJECT] is funded in part by the Ohio History Fund, a grant program of the Ohio History Connection. Your donations to the Ohio History Fund make this program possible. www.ohiohistory.org/historyfund Photographs of the project sign in place must be submitted as part of the mid-project or final project report.
8. Preservation Agreement: Prior to payment of the grant funds, a Preservation Agreement must be executed, under which the Owner of the property on which History Fund funds will be expended agrees to assume the cost of continued maintenance and repair of said property so as to preserve the architectural, historical, or archaeological integrity of the property in order to protect and enhance those qualities that made it eligible for listing in the National Register

of Historic Places. The term of this Preservation Agreement is five (5) 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.

If the Grantee executes project work that is not visible from the a public right-of-way or if the Grantee executes work on significant interior features in a building not normally open to the public, the owner agrees to provide public access to view the grant-assisted work or property no less than four days a year at 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.

9. 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. No later than the date of approval of the Request for Proposal, the Grantee shall 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 thirty (30) days' notice to Ohio History Connection. The cost of obtaining insurance is an allowable project cost.
10. 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.
11. Grantee shall comply with and shall assure that its contractors and their subcontractors comply with worker's compensation laws.

ARTICLE XI – GENERAL PROVISIONS

1. This Agreement is the entire agreement of the parties, and all prior representations, negotiations and agreements are merged with and superseded by this Agreement.
2. 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.
3. 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.

ARTICLE XI- ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

Attachment A: Project Budget
Attachment B: Project Schedule
Attachment C: Project Addendum (as required)

ARTICLE XII- SIGNATURES

In witness whereof, the parties hereto have executed this Agreement on the dates set forth below.

(ORGANIZATION NAME):

By: _____
(NAME), (TITLE)

Date: _____

Ohio History Connection

By: _____
Diana Welling, Director, State Historic Preservation Office (<\$25K)
OR-NAME, Chief Financial Officer (>\$25K)

Date: _____