



Ohio History Fund GRANT AGREEMENT [NAME OF RECIPIENT ORGANIZATION]

By the signatures of both parties below, the Ohio History Connection obligates from its Ohio History Fund grant program the sum of \$[GRANT AMOUNT] to the [NAME OF RECIPIENT ORGANIZATION] (Grantee) for [TITLE OF PROJECT] (Project), a [CATEGORY OF PROJECT] 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 [PROJECT START DATE] to [END DATE]. The Grantee will submit the required Mid-Project Report on or by [DATE] and the Final Project Report on or by [DATE].

This Agreement will be governed by the terms and conditions enumerated below. These terms and conditions shall apply to the Grantee and Grantee’s 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. Grant funds will be expended only for the activities described in the Project Attachment hereto. As the project proceeds, the Attachment may be revised by mutual consent of the Grantee and the Ohio History Connection. Revised documents will supersede earlier versions (see section "Revisions to Project" below).
3. Project costs must be incurred during the grant period. Expenses charged to grant funds may not be incurred prior to the beginning date 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 any partial payment to Ohio History Connection, if made, and otherwise cooperate in Ohio History Connection's 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 to support a candidate for public office or 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. Before commencing the project, the Grantee shall submit the following to the Ohio History Connection:
 - a. Signed Grant Agreement
 - b. Completed W-9 form
 - c. Completed Ohio History Connection New Vendor Form
 - d. () 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.
 - e. () 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.

10. The Grantee shall submit a mid-project report on or by the date recorded on page 1 of this Agreement. 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.
11. Ohio History Fund awards are reimbursement grants. The Ohio History Connection shall disburse the grant amount after it receives and approves the final project report, which shall be no later than 30 days after the end of the grant period (or as revised by mutual agreement of the Grantee and the Ohio History Connection). The report shall include all materials and information requested in the Ohio History Connection's online grant management form, accessible via www.ohiohistory.org/historyfund.
 - a. 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 acceptance of the final project report.
12. If this Agreement governs a Bricks & Mortar project, see "Bricks & Mortar-Conditions," below.

Grant Accounting and Auditing

13. The Grantee's matching share is noted on page 1 of this Agreement and must be incurred within the grant period for the Ohio History Connection to make the final grant payment.
14. 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.
15. 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.
16. 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.
17. 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

18. If checked "(_XX_)" in paragraph 9 above, the Grantee agrees to solicit competitive proposals for this project using a written Request for Proposal (RFP).
 - a. 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.
 - b. 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 Development's [Minority Business Enterprise Program](#) (MBE) and [Women Business Enterprise](#)

[Program](#) (WBE) websites to search for certified MBE and WBE businesses and to document inclusion of such businesses in their procurement process.

- c. Grantee will award the contract to a responsible and responsive bidder on the basis of written selection criteria in the RFP.
- 19. 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.
- 20. 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.
- 21. RFPs must insure that the scope of the project meets applicable standards and best practices. In the case of this project these include: [The Secretary of the Interior's Standards for the Treatment of Historic Properties: Rehabilitation](#). Also see [Preservation Brief 31, Mothballing Historic Buildings](#) (indicated in the application)

Revisions to Project

- 22. The Grantee agrees to complete the proposed work by the project end date noted on the page 1 of this Agreement and will adhere to the Project Attachment hereto.
- 23. Requests for changes to the following must be submitted in writing and approved by Ohio History Connection prior to the execution of a change: scope of a project, dates of public events associated with the project, and key project personnel identified in the grant application.
- 24. 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.
- 25. Changes to the work schedule that affect the end date of the grant period 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.

Non-Assignability, Third Party Obligations and Liability

- 26. 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.
- 27. Work done by an 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.
- 28. It is not the intent of 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.

Indemnification

29. 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 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

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

[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

31. In any social media posts about the Project, use the tags **@ohiohistory**, **#HistoryFund** and **#OhioHistoryConnection**, in addition to the acknowledgement language in paragraph 30 above.
32. The Grantee agrees to erect or mount a sign visible to the public near the project site that includes language in paragraph 30 above. The size of the sign shall be appropriate to the project, as agreed upon by the Ohio History Connection and the Grantee.
33. The Ohio History Connection's logo must be displayed legibly as a part of all Grantee's printed and visual acknowledgements of the grant.



34. The Ohio History Fund's support must be acknowledged verbally at all grant-funded public events and programs.
35. 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.

Disclaimer

36. 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

37. 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.

38. 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

39. 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.
40. 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

41. 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.
42. 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.

Grant Suspension, Termination, or Ineligibility

43. 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.
44. 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

45. 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.

46. 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.
47. 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

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 and 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. 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.
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. 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.

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.

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.