CALIFORNIA ARTS COUNCIL
GRANT AGREEMENT

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

A. CALIFORNIA ARTS COUNCIL PROVISIONS

1. STATEMENT OF THE GRANT

This grant is awarded with the understanding that the full grant amount will be expended to support the project/activity as proposed in your application, and to be restated in the Grant Description and Budget (Exhibits A & B), available on the CAC website (http://www.cac.ca.gov/files/forms.php). While minor changes in the project/activity are expected, if the Grantee organization wishes to modify the fundamental intentions of the project/activity, prior written approval of the California Arts Council is required.

Matching requirements, if applicable to this grant, are outlined in Appendix A – Program and Reporting Requirements, which can be accessed through the CAC website at http://www.cac.ca.gov/files/forms.php. (See Section 6, below).

If travel expenses are included in the approved budget, the State rules governing such expenses shall apply to the Grantee. All travel must be within the State of California.

In order to comply with the provisions of Government Code Section 19130, Grantee must seek prior approval from the CAC when a **single** printing project exceeds $5,000. Contact the CAC Contract Analyst at (916) 322-6337, or email contracts@arts.ca.gov, prior to entering into any contract for printing services if it exceeds $5,000 to ensure compliance with this grant provision.

2. CAC GRANT RETURN DATE

Standard Agreement (three copies) shall be signed by the Grantee and returned to the California Arts Council within 30 days of the date postmarked.

3. PROJECT MANAGERS

The designated CAC Project Manager shall be the primary contact person during the performance of this grant with responsibility for facilitating communications and efficient interaction between the CAC and the Grantee. The Grantee shall also be responsible for designating a Project Manager.

Should a change of the CAC's Project Manager or the Grantee's Project Manager become necessary, the other party shall be notified, in writing, 15 days prior to the change. The CAC Project Manager and contact information are identified in Appendix A – Program and Reporting Requirements (see Section 6, below**).**

4. COSTS AND PAYMENT

Grantee is required to sign and return the three copies of the *Standard Agreement (having reviewed the Grant Agreement Special Terms and Conditions on the CAC website)*, prepare Exhibit A & B, Invoice From *(for the advance payment as outlined in the standard agreement), State of California Payee Data Record Form,* and copies of *Governor and legislative thank you letters*.

Requirements for an Interim or Progress Payment, if applicable to this grant, are outlined in *Appendix A – Program and Reporting Requirements*.

The final payment of the award will be held pending receipt of the *CAC/NEA Grants Activity Survey*, accompanying Final Payment Invoice, and Final Report (if required), which are to be submitted at the completion of the activities supported by this grant and no later than 30 days after the end of the grant period.

Failure to comply with all the Terms and Conditions of this grant agreement, may disallow the grant recipient from future funding consideration.

(See Section 6, below for Program and *Reporting Requirements*.)

5. COST RECORDS

Grantee shall maintain complete, accurate and current records of all income, including obligations incurred with respect thereto. Such records, or copies of such records, shall be kept separate from other cost records. During the duration of the activity and for not less than three years after completion or termination of the activity, grantee shall make available for examination or audit any books, documents, papers or records pertaining to the activity. Upon request by the CAC, the grantee shall furnish at its own expense legible copies of materials deemed pertinent, within 10 working days from receipt of the request.

6. REPORTING REQUIREMENTS

Appendix A – Program and Reporting Requirements are hereby incorporated by reference and made a part of Exhibit D – Special Terms and Conditions and can be accessed through the CAC website at *http://www.cac.ca.gov/files/forms.php*.

7. MATERIALS DEVELOPED UNDER TERMS OF THE GRANT AGREEMENT

The CAC does not claim ownership, copyrights, royalties, or other claims to artwork produced as a result of a CAC grant. However, the CAC reserves the right to reproduce and use such materials for official, noncommercial purposes.

We require that you document your work and encourage you to do so using professional photography or in the alternative a high–resolution photo of 300 dpi in .jpd, .psd, or tif (tif saved for windows) format. For questions regarding photo documentation formats please contact the CAC Project Manager.

8. CAC ACKNOWLEDGEMENT

a. The CAC requires that the Grantee display the following logos on all printed and electronic matter (websites, programs, catalogs, postcards, posters, newsletters, leaflets, publications, etc.). The Grantee shall display the logos at a size and dimension that assures their visibility and the viewers' comprehension of them.

1. California Arts Council. To further the CAC's effort to create brand recognition for the arts in California.

2. California Arts License Plate. To assist the CAC with increasing public awareness of the California Arts License Plate and its support for arts in education and local arts programming.

or

3. National Endowment for the Arts. A federal agency that supports CAC programs and services.

All of these logos can be downloaded from the Logos & Downloads page of the CAC website: www.cac.ca.gov/download/. For assistance call the CAC Webmaster at (916) 322-6373.

b. Grantee is to acknowledge the receipt of funding by using the following phrase in all materials produced as a result of receiving this award, and in any interviews with the media or during events when appropriate: *"This activity is funded in part by the California Arts Council, a state agency, as well as the National Endowment for the Arts, a federal agency."*

c. If published, recorded, or visual material (such as in a magazine, film, video, book or brochure) espouses an editorial viewpoint, Grantee must specify in the material that "ANY FINDINGS, OPINIONS, OR CONCLUSIONS CONTAINED HEREIN ARE NOT NECESSARILY THOSE OF THE CALIFORNIA ARTS COUNCIL OR THE NATIONAL ENDOWMENT FOR THE ARTS." (Note: It is not required that the notice appear in uppercase letters.)

9. SUBSCRIPTIONS

All Grantees are required to subscribe to the online *California Art Beat* (including all members of the staff and board of directors, where applicable). In addition, it will be the Grantee's responsibility to advertise to its arts organization constituents how to subscribe to the *California Art Beat*.

Instructions: To sign up on the Web, go to: www.cac.ca.gov/enews/
Then follow the subscription instructions as shown on that web page.

10. RESOLUTION OF DISPUTES

If Grantee disputes any action by the CAC arising under or out of the performance of this Grant, Grantee shall notify the CAC of the dispute in writing and request a claims decision. The CAC shall issue a decision within 30 days of the Grantee's notice. If the Grantee disagrees with the CAC's decision, the Grantee shall submit a formal claim to the Director of the CAC or to the Director's designee.

The decision of the Director or the Director's designee shall be final and conclusive. The decision may encompass facts, interpretations of the agreement, and determinations or applications of law. The decision shall be in writing following an opportunity for the Grantee to present oral or documentary evidence and arguments in support of the claim.

11. FUNDING CONTINGENCY

This Grant is valid and enforceable only if sufficient funds are made available to the CAC by the State's Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitations, conditions and/or cancellation enacted by the Legislature, which may affect the provisions, terms, or funding of this grant. The state has the authority to terminate any or all grants.

12. GRANTEE NAME CHANGE

An amendment is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

13. TERMINATION

It is mutually agreed that either party may cancel this Grant by giving 30-calendar days advance written notice.

The CAC has the right to require Grantee to stop or suspend work by giving 30-calendar days prior written notice. Within 30 days of such termination, Grantee agrees to furnish the CAC with an itemized accounting of funds expended, obligated and remaining under this grant.

Failure to comply with the terms of this grant may lead to the cancellation of this grant.

B. OTHER STATE OF CALIFORNIA PROVISIONS

The Grantee is responsible for complying with all applicable local, State, and/or Federal laws associated with this grant.