

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 detailed in the *Project Summary* and *Project Budget*, attached hereto (Exhibit A & B). 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.

If travel expenses are included in the approved budget, the State rules governing such expenses shall apply to the Grantee.

In order to comply with the provisions of Government Code Section 19130, Grantee must seek prior approval from the California Arts Council (CAC) when a **single** printing project exceeds \$5,000. Contact Scott Heckes, Deputy Director, at (916) 322-6376, or email Scott.Heckes@arts.ca.gov, prior to entering into any type of contract for printing services if it exceeds \$5,000 to ensure compliance with this grant provision.

2. CAC GRANT RETURN DATE

Standard Agreement with Grant Agreement Special Terms and Conditions attached thereto 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 – Reporting Requirements (see Section 6, below).

4. COSTS AND PAYMENT

Grantee is required to sign and return the *Standard Agreement with the General Terms and Conditions, Grant Agreement Special Terms and Conditions with Appendix A-Reporting Requirements* attached thereto, *State of California Payee Data Record* and 90% Invoice Form. Upon receipt of these documents and approval of the invoice, payment for 90% of the grant award will be sent to the Grantee.

The final 10% of the award will be held pending receipt of the *California Arts Council/NEA Grants Activity Survey*, and accompanying 10% Invoice Form. The Grantee's Project Manager will submit a brief narrative report to the CAC Project Manager outlining the status of the project for the term of this grant. Failure to comply with the Terms and Conditions of the grant agreement, may disallow the grant recipient from future funding consideration. (See *Reporting Requirements, Section 6, below.*)

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 project/activity and for not less than three years after completion or termination of the project/activity, grantee shall make available for examination or audit any books, documents, papers or records pertaining to the project/activity, to the CAC. 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

(See *Grant Agreement Exhibit E—Additional Provisions, Appendix A – Program and Reporting Requirements* attached hereto.)

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.

8. CAC ACKNOWLEDGEMENT

- a. In order to further the CAC's effort to create brand recognition for the arts in California, the placement of CAC logos is required on all printed matter (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.

To download the logo on the web, go to: www.cac.ca.gov
Click "Logos & Downloads." For assistance in downloading
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.*”

- 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." (Note: It is not required that the notice appear in uppercase letters.)

9. 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 Executive Director of the CAC or to the Executive Director's designee.

The decision of the Executive Director or the Executive 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.

10. 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 in any manner. The state has the authority to terminate any or all grants.

11. 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.

12. TERMINATION

It is mutually agreed that either party may cancel this Grant by giving 30-calendar days advance written notice. Within 30 days of such cancellation, 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 and conditions 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.