

# General Terms & Conditions for Grants and Cooperative Agreements to Organizations

## INTRODUCTION

All grants and cooperative agreements (hereinafter referred to as "award(s)") made by the National Endowment for the Arts (Arts Endowment) to institutions of higher education, nonprofit organizations, units of state and local governments, and Federally-recognized Indian Tribal governments are subject to these *General Terms & Conditions for Grants and Cooperative Agreements to Organizations (General Terms)*<sup>1</sup>. These *General Terms* are based on the administrative requirements of the Office of Management and Budget Circular A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations"), the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the Common Rule), and the Federal laws, rules, regulations, and Executive Orders that apply to grants and cooperative agreements. They are also based on the Arts Endowment's legislation, rules, regulations, and policies. **It is important that award recipients be familiar with and comply with these *General Terms*.**

Copies of award materials and the OMB Circulars referenced throughout the *General Terms* are available on our Web site at [www.arts.gov/manageaward](http://www.arts.gov/manageaward). Forms such as those used to request funds and provide geographic, progress or final report information can be completed on screen. Once completed, these forms can be sent to the Grants & Contracts Office.

NOTE: Since October 2001, the delivery of first-class mail to NEA has been delayed. Delays are expected to continue for the foreseeable future. Please FAX or consider using alternative delivery services, particularly if you are sending time-sensitive materials. In addition, some or all of the first-class and Priority mail we receive may be put through an irradiation process to protect against biological contamination. Products (e.g., CDs, videos, slides) put through this process are suffering irreversible damage. If you are sending these kinds of materials, we encourage you to use an alternative delivery services.

You can reach us at:

Grants & Contracts Office (G&C)  
National Endowment for the Arts  
1100 Pennsylvania Avenue, Room 618  
Washington, DC, 20506  
Telephone (202) 682-5403  
FAX (202) 682-5610 or 5609  
[grants@arts.gov](mailto:grants@arts.gov)

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<sup>1</sup>*These terms and conditions also apply to commercial organizations when they are awarded cooperative agreements.*

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## ***Acceptance of an Arts Endowment Award***

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### **1. Your Responsibilities**

In accepting an Arts Endowment award, your organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the aforementioned laws, rules, regulations, and Executive Orders governing grants, and these *General Terms*, including responsibility for complying with any provisions included in the award. Failing to comply with these requirements may result in suspension or termination of the award and our recovery of funds. **While we may provide you with reminder notices regarding award requirements, failure to receive such notice does not relieve you of your responsibility to comply with all applicable award requirements.**

***Sponsors, Fiscal Agents, or Lead members of consortia.*** If you are the sponsor or fiscal agent for another organization, or the lead member of a consortium, your organization is legally, financially, administratively, and programmatically responsible for all aspects of the award. As the official grantee, your organization must submit all payment requests, reports, and any amendment request that would affect the terms and conditions of this award.

### **2. Compliance with Terms and Conditions**

Submission of a Request for Advance or Reimbursement (payment request) form constitutes your agreement to comply with and expend funds consistent with all the terms and conditions of this award.

### **3. Original Signature**

We reserve the right to request a "hard copy" signature (i.e., ink on paper) of an organization's authorizing official if it is deemed necessary. (See Item 16, Authorizing Official.)

### **4. Acknowledgment of Arts Endowment Support and Disclaimer**

You must acknowledge, in a prominent manner, our support in all materials and announcements, both audio and visual, regarding this award using the following language:

**"This project is supported in part by an award from the National Endowment for the Arts, which believes that a great nation deserves great art."**

You must also display, in a prominent manner, our logo in association with the acknowledgment (available on our Web site [www.arts.gov/manageaward/logos](http://www.arts.gov/manageaward/logos)).

We reserve the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgment of our support.

## ***Legal Requirements (Office of Management & Budget (OMB) Circulars, Statutes, and Regulations that Govern Your Award)***

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### **5. Uniform Administrative Requirements**

Nonprofit organizations and colleges and universities are subject to the provisions of OMB Circular A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations"),<sup>2</sup> as amended. Units of state and local governments and Federally-recognized Indian Tribal governments are subject to the administrative requirements codified by the Arts Endowment at "45 Code of Federal Regulations (CFR) Part 1157 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" ("Common Rule"). Both are available through a link on our Web site. As applicable, these documents, by reference, are hereby incorporated into this award.

### **6. Cost Principles**

The allowability of costs for work performed under an Arts Endowment award shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the award. The following OMB Circulars set forth the Federal cost principles that, in general, apply to our recipients. They are available through a link on our Web site. These cost principles, as applicable, are hereby incorporated into this award:

- a. **OMB Circular A-122, "Cost Principles for Nonprofit Organizations,"** as amended: nonprofit organizations, exclusive of institutions of higher education;
- b. **OMB Circular A-21, "Cost Principles for Educational Institutions,"** as amended: public and private institutions of higher education;
- c. **OMB Circular A-87, "Cost Principles for State and Local Governments,"** as amended: state, local and Federally recognized Indian tribal governments; and
- d. **Federal Acquisition Regulation (FAR) at 48 CFR Part 31** for commercial organizations, individuals, and those nonprofit organizations listed in Attachment C to OMB Circular A-122. **This applies only to recipients of cooperative agreements (i.e., cooperators).** The FAR is available on line at [www.arnet.gov/far](http://www.arnet.gov/far).

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<sup>2</sup>*These uniform administrative requirements also apply to commercial organizations when they are awarded cooperative agreements.*

**7. Nondiscrimination and Other Assurances**

- a. **Nondiscrimination and Other Statutes.** You must execute projects, productions, workshops and programs in accordance with the following laws, where applicable. Copies of these regulations are available through links on our Web site and from the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Avenue, N.W., Washington, DC 20506-0001. Telephone 202/682-5454; FAX 202/682-5553.
- (1) **Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, *on the grounds of race, color, or national origin*, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency. (42 U.S.C. 2000d et seq.)
  - (2) **Title IX of the Education Amendments of 1972** provides that no person in the United States shall, *on the basis of sex*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. (20 U.S.C. 1681 et seq.)
  - (3) **The Age Discrimination Act of 1975** provides that no person in the United States shall, *on the basis of age*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 6101 et seq.)
  - (4) **Section 504 of the Rehabilitation Act of 1973** provides that no otherwise qualified individual with a disability in the United States, shall, *solely by reason of his/her disability*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C. 794)
  - (5) **The Americans with Disabilities Act of 1990** ("ADA") prohibits discrimination *on the basis of disability* in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)
- b. **Section 504 - Self-Evaluation and Additional Resources.** A Section 504 self-evaluation must be on file at your organization. We have developed a *504 Self Evaluation Workbook* (which covers programs, activities and facilities) that you may use to determine if you are in compliance with 504 requirements. If you have not previously conducted this self-evaluation or wish to update the results of previously conducted evaluations, you may request a copy of the *Workbook*. The document is available free of charge from the Arts Endowment's Office of Civil Rights.

## ***Legal Requirements, cont.***

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*Design for Accessibility: A Cultural Administrator's Handbook* provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. Contact your State Arts Agency for a free copy of the book or you may purchase copies from the National Assembly of State Arts Agencies, 202/347-6352 or [www.nasaa-arts.org](http://www.nasaa-arts.org). The Handbook and other resources may also be downloaded from the Arts Endowment's Web site at [www.arts.gov/resources/Accessibility](http://www.arts.gov/resources/Accessibility). If you have questions, contact the Office of AccessAbility at 202/682-5532; FAX 202/682-5715, Voice/T.T. (Text-Telephone) 202/682-5496.

- c. **Labor Assurance.** You must also certify to the Arts Endowment that you will comply with the labor standards set out in "29 CFR Part 505 - Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities." This is required by the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.). You provide this assurance by signing and returning to the Grants & Contracts Office the Request for Advance or Reimbursement form.
- d. **Federal Debt Status** (OMB Circular A-129). You may not be delinquent in the repayment of any federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefit overpayments.
- e. **Other Assurances.** You are also required to execute projects, productions, workshops and programs in accordance with the requirements of the National Endowment for the Arts' regulations implementing Executive Orders 12549 and 12689, "Debarment and Suspension," and the Drug-Free Workplace Act of 1988; and 20 U.S.C. Sec. 951 et. seq., the Arts Endowment's enabling legislation that requires "artistic excellence and artistic merit" to be included in the criteria upon which grants are awarded.

## **8. Lobbying**

You may not conduct political lobbying, as defined in the statutes, regulations and OMB Circulars listed below, within your Federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain grants or cooperative agreements. For definitions and other information on these restrictions, refer to the following:

- a. **18 U.S.C. Sec. 1913 Lobbying with Appropriated Moneys.** "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

## ***Legal Requirements, cont.***

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- b. **OMB Circular A-122 – “Lobbying” Revision** clarifies that lobbying is an unallowable project cost. The Circular generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public. You should review carefully both this Circular and Circular A-110 (see Items 5 and 6).
- c. **Certification Regarding Lobbying to Obtain Grants.** Section 319 of Public Law 101-121, codified at 31 U.S.C. Sec. 1352 prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

**We strongly advise you to review these regulations carefully.** They are published at 45 CFR Part 1158, and can be found at [www.gpoaccess.gov/nara](http://www.gpoaccess.gov/nara).

- 9. **Drug-Free Workplace Act** requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. You must maintain on file the place(s) that work is being performed under this award (i.e., street address, city, state and zip code.) You must notify the Arts Endowment’s Grants & Contracts Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. (41 U.S.C. 701 et seq. and 45 CFR Part 1154)
- 10. **The Native American Graves Protection and Repatriation Act of 1990** applies to any organization which controls or possesses Native American human remains and associated funerary objects, and which receives Federal funding, even for a purpose unrelated to the Act. (25 U.S.C. 3001 et seq.)
- 11. **National Historic Preservation Act of 1966** applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to new construction that would affect such properties. We will consult with your State Historic Preservation Officer, as appropriate, to determine the impact of your plan or renovation on the structure or any affected properties. Any change in your design, renovation, or construction plans must be submitted to us for review and approval *prior* to undertaking any of the proposed changes. You may be requested to provide additional information on your project to ensure compliance with the Act. (16 U.S.C. 470)
- 12. **National Environmental Policy Act of 1969** applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions in accordance with the Act. We will then determine whether to undertake an environmental assessment or issue a “finding of no significant impact,” which requires no additional action by you or the Arts Endowment. (42 U.S.C. Section 4332)



## ***Legal Requirements, cont.***

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### **13. Subgranting: Only Arts Endowment-recognized State Arts Agencies, Regional Arts Organizations, and Designated Local Arts Agencies are eligible to subgrant Arts Endowment funds.**

#### **a. General Subgranting Requirements**

##### **(1) Subgranting to Eligible Organizations, Units of State and/or Local**

**Government.** 501(c)3 nonprofit organizations, units of state or local government, or federally recognized tribes are eligible to receive funds subgranted through an Arts Endowment award.

The Federal laws, rules, regulations and OMB Circulars that apply to Arts Endowment organizational award recipients generally also apply to such organizations when they receive a subgrant through an Arts Endowment-supported award. Accordingly, you should inform subgrantees that they are receiving Federal funds from the National Endowment for the Arts, and that they must comply with these mandates. Provide them with the Federal grant number and CFDA number. In addition, you should inform your subgrantees that there may be no overlapping project costs between two or more Federal awards.

##### **(2) Additional Requirements for Subgranting to Organizations and Individuals.**

Your subgrant agreements must include a requirement that the subgrantee (a) provides you with final reports and any other information or reports necessary for you to fulfill all applicable Federal reporting requirements; (b) adheres to the prohibition against lobbying within a Federally-supported grant or cooperative agreement (Item 8); (c) uses U.S. air carriers for foreign travel (Item 19), and (d) maintains records pertinent to the award for three years following submission of the final report. Finally, consistent with 41 U.S.C. 10a-10c, "Buy American Act," subgrantees should be encouraged to purchase American-made equipment and products (Item 29).

- b. Progress Reports.** State Arts Agencies (SAAs) should require a progress report from their subgrantees. SAAs have the discretion to determine when these reports must be submitted.
- c. Artistic Excellence and Artistic Merit.** In accordance with the Arts Endowment's enabling legislation, you must include "artistic excellence and artistic merit" in the review criteria used to make the subgrant awards. (20 U.S.C. Sec. 951 et seq. can be found at [www4.law.cornell.edu/uscode/20/951](http://www4.law.cornell.edu/uscode/20/951))
- d. Time extensions.** You should request a period of support time extension (not a final report due date extension) from the Arts Endowment whenever a subgrantee's project cannot be completed within your grant period. See item 18—Award Amendments.
- e. Subgrantee records.** You must keep subgrantees' report submissions on file for three years from the date you submit your financial status report to the Arts Endowment.

## **Legal Requirements, cont.**

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### **14. Termination**

There are circumstances under which we may determine that it is in the best interests of the government to terminate an award. OMB Circular A-110, Sections 61 & 62, and the Common Rule, Sections 1157.43 and .44, respectively, provide uniform termination procedures for Federal awards. Grants and cooperative agreements may be terminated in whole or in part --

#### **a. *For Convenience:***

- By you upon sending us written notification setting forth the reasons for such termination, effective date, and in the case of partial termination, the portion of the project to be terminated.
- By us with your consent, in which case the two parties shall agree upon termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated.

However, if we determine that the reduced or modified portion of the award will not accomplish the purposes for which it was made, we may terminate the award in its entirety either unilaterally or with your consent.

#### **b. *For Cause* by us if you materially fail to comply with the terms and conditions of an award.**

**In either case**, this may result in our taking additional actions such as requiring you to return a portion or all of the award funds, requesting that you remove acknowledgement of Arts Endowment support, etc.

### **15. Suspension and Debarment**

There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds--for instance:

- a. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, making false statements;
- b. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; or
- c. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding for not more than 18 months while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that may have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three years.

## ***Authorizing Official***

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16. **Authorizing Official.** An authorizing official is an official of your organization who has authority to legally bind the organization. For organizations that act as sponsor, fiscal agent, or lead member of a consortium—the authorizing official must work for the sponsoring or lead organization (the grantee or cooperator of record). For purposes of administering this award, the following apply:
- a. **Application Form.** Authorizing officials are designated by signature on the form.
  - b. **By Virtue of Position.** The following are considered to be authorizing officials for this or any award you may receive, whether or not they have signed an application. **NOTE: This option is not allowed for requesting award funds. Only officials identified by signature on your application (a., above) or on file (d., below) can sign the payment request form:**
    - (1) for *nonprofit organizations* (excluding colleges and universities)— chairman or officer of the board, president, executive director, chief financial officer (for financial matters), or individual of similar rank;
    - (2) for *colleges and universities*—chancellor, provost, president, trustee, director of sponsored programs/research, or individual of similar rank;
    - (3) for *cities or municipalities, or departments thereof* -- mayor, city manager/administrator, designated department, agency, or office official, or individual of similar rank; or
    - (4) for *states or departments thereof* -- governor, designated department, agency or office official, or individual of similar rank.
  - c. **Arts Endowment Panelist.** Generally, any person serving as an Arts Endowment panelist can act as an authorizing official for his or her organization. However, no panelist may review an application from an organization with which he or she is affiliated. If a panelist later becomes associated with a project that he or she reviewed, then he or she may not act as an authorizing official for that project. This prohibition is in effect throughout the entire period of support.
  - d. **Changes in Authorizing Officials.** If you wish to have other individuals act as authorizing officials for this or any other Arts Endowment award, you must submit a completed signature authorization form (a copy is provided on our Web site) or a letter making such a request—with the appropriate signatures included—to our Grants & Contracts Office. *NOTE: Colleges and universities may delegate authority to a fiscal officer to sign payment requests and financial status reports by following these procedures.*

Also submit updated information if **changes** in authorizing officials occur within your organization (e.g., let us know if someone is no longer serving as an authorizing official) **or** every four years.

## ***How To Obtain Your Award Funds***

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### **17. Requesting Payment**

- a. **Requests for Advance or Reimbursement** (payment requests). Once the period of support begins, you may request *all* of your award funds. Requests for payment must reflect expenses already incurred (reimbursement) and/or to be incurred (advance) within 30 days from the date the authorizing official (see Item 16) signs the payment request form. **Funds must be disbursed immediately upon receipt.** You may not request funds to cover expenditures incurred prior to the beginning of the period of support; pre-award costs are unallowable. *Detailed instructions for completing the Request for Advance or Reimbursement are available on our Web site.*

[**NOTE:** If interest is earned on advances of funds, you should refer to either OMB Circular A-110, Section 22(l) or the Common Rule, Section 1157.21(i) for information regarding its disposition.]

- b. **Labor Assurance.** You must read the "Assurances as to Labor Standards" printed on the page 2 of the Payment Request form. By signing this form, you are certifying to these assurances. (See Item 7c.)
- c. **Geographic Location of Project Activity form.** This form must be returned to us *before* any award funds will be released (unless otherwise stated in your Reporting Requirements document included in your award package). Instructions and the form are available on our Web site.
- d. **Payments through an Alternative Method of Funding.** If you are currently on working capital advance, cost reimbursement, or certification method of payment, refer to the appropriate guidelines previously provided by the Arts Endowment. These guidelines are also available on our Web site.
- e. **Withholding Payments.** If you fail to comply with the terms and conditions of this award, we may withhold payment at any time during the project period. If we do withhold payment, but we do not suspend or terminate the award, the payment(s) will be released after you make any required changes and we determine that you are in compliance.

## ***If There Are Changes in Your Project***

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### **18. Award Amendments**

You are required to carry out a project consistent with the proposal approved for funding by the Arts Endowment. If changes are believed necessary, requests to amend the project scope, period of support, matching requirements, or budget of your award must be submitted by an authorizing official, in writing, **to our Grants & Contracts Office before implementation**. Requests submitted to other Arts Endowment offices may result in a delayed response.

**Each request must include:**

- **10-digit grant number (or DCA # for a cooperative agreement),**
- **specific change(s) requested,**
- **justification for the change(s),**
- **revised project budget, if applicable,**
- **contact information, including a phone number, fax number and e-mail address,**  
and
- **signature of a current authorizing official** (see item 16).

We reserve the right to request additional information, such as an update on the geographic location of activities, or an itemized list of actual expenditures to date, as necessary.

After consultation with other Arts Endowment staff, our Grants & Contracts Office will notify you in writing of our response. Until you receive written approval from the Grants & Contracts Office, you may only incur costs consistent with the terms and conditions of the award in effect at the time of your amendment request. Requests are considered on a case-by-case basis; **approval is not guaranteed**.

#### **a. Period of Support Extensions (Time Amendments) & Liquidation of Obligations.**

All project activities and the commitment of project funds must take place within the period of support. If you become aware that your project cannot be completed within the time frame set out in the award, you must immediately request a time amendment. This request should be submitted at least 30 days before the current end date of your award and include the information outlined above.

You are also responsible for ensuring that all obligations incurred under an award are liquidated (paid) within 90 days after the end of the period of support --to coincide with the submission of the Financial Status Report. Therefore, a time amendment must be requested if all obligations cannot be liquidated within the 90 days.

#### **b. Changes in Project Scope.** Project activities must be consistent with those described in your application and approved for funding by the Arts Endowment. If changes in the project are believed necessary, you **must** request an amendment following the procedures outlined above.

## ***If There Are Changes in Your Project, cont.***

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- c. **Change in Artists:** If changes in artists or arts organizations identified in your application or proposal are believed necessary you **must** request an amendment following the procedures outlined above. Prior approval is waived for changes in other key persons (e.g., executive or project directors) unless your award specifies to the contrary, as outlined in OMB Circular A-110, Section 25 or the Common Rule, Section 1157.30.
- d. **Consortium Member Changes (Grants for Arts Projects grants made specifically as consortia grants).** If changes to the consortium membership are believed necessary, the lead member of a consortium must seek Arts Endowment approval **before** any changes are made. In addition, the lead member **must also provide:**
- written concurrence from any consortium member(s) that is dropping out of the project; and
  - a signed letter of commitment from any consortium member(s) that is being added that details their involvement in the project. (For your convenience, a consortium member information form is available on our Web site.)
- e. **Final Reports Filing Extensions** You must submit all final reporting requirements within 90 days of the period of support end date. If you are unable to do so you must request an extension of the final reports due date at least 30 days before the reports are due. Failure to submit a timely request will jeopardize future Arts Endowment funding.
- f. **Budget Revisions.** Most awards include a project budget that reflects the information contained in your application or proposal and any revisions made by us at your request or in order to bring the project budget into compliance with our guidelines and applicable Federal regulations and requirements. All costs must be incurred within the period of support specified in the award document or approved amendment. The budget cannot include overlapping costs (e.g., have any of the same costs) with any other Federal award.

These **minor** changes in the project budget **do not** require written approval from us.

- transfers among direct cost line items
- allocation of Arts Endowment funds among approved project costs
- elimination or addition of an allowable project cost which does not affect the scope of the award

These **significant** changes in the project budget **require** prior written approval from us.

- change in the scope of the Arts Endowment-supported project
- adding indirect costs, permanent equipment, or foreign travel
- request to increase the Arts Endowment award amount

- g. **Matching.** We will not waive minimum matching requirements except under the most unusual circumstances. Such requests must be accompanied by a new budget that reflects the revised commitment to the project. NOTE: For *Save America's Treasures* grants, matching requirements will not be waived.

## ***If There Are Changes in Your Project, cont.***

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### **19. Foreign Travel Requests**

All travel outside the United States, its territories, and Canada that was not identified in your application **must be specifically approved in writing by our Grants & Contracts Office before travel is undertaken**. Additionally, any foreign air travel (inclusive of persons or property) paid in whole or in part with Arts Endowment funds must be performed on a U.S. air carrier or a foreign air carrier under an air transport agreement with the United States when these services are available. U.S. air carrier service is considered available even when a foreign air carrier can provide a comparable or different kind of service at less cost and/or foreign air carrier service is preferred by, or is more convenient for, the traveler.

U.S. air carrier service is considered to be unavailable only under the following conditions:

- a. the traveler's origin or destination airport is a gateway airport abroad (i.e., the airport from which the traveler last embarks en route to the United States or at which the individual first arrives when traveling from the United States), and the use of a U.S. air carrier would extend the time in travel status by at least 24 hours more than travel by a foreign air carrier;
- b. when a traveler while en route must transfer to another flight, and the use of a U.S. air carrier would extend his or her time in travel status by at least six hours more than travel by a foreign air carrier;
- c. when travel time on a scheduled flight by a foreign air carrier is three hours or less, and service by a U.S. air carrier would involve twice as much travel time; or
- d. when travel is between two points outside the U.S. and the use of a foreign air carrier would eliminate two or more aircraft changes en route.

If you discover that service on a U.S. air carrier or a foreign air carrier under an air transport agreement with the United States is not available, you must request an exception in writing from us before travel is undertaken. All foreign travel requests must be sent to the Grants & Contracts Office for approval.

### **20. Return of full or unused portion of an award**

If you cannot carry out the project, or cannot use the entire award amount, you must notify the Grants & Contracts Office in writing. (Also see Item 14 a.) Your letter should include:

- the 10-digit grant number (or DCA number for a cooperative agreement),
- an explanation for the return of the funds,
- contact information, including a phone number, fax number and e-mail address,
- signature of an authorizing official, and
- if you have drawn down funds that must be returned, a check in the correct amount payable to the National Endowment for the Arts.

## ***Reporting & Recordkeeping***

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### **21. Reporting Requirements<sup>3</sup>**

Your award package includes a blue document, entitled "Reporting Requirements," which provides guidance on the reporting requirements pertaining to this award. We may request additional information as necessary. Instructions and report forms are on our Web site.

- a. **Geographic Reports.** This report is generally required from all grantees to identify the geographic locations of award activities. Specific instructions for submitting your geographic report are included in your "Reporting Requirements" document and on the form.
- b. **Progress Reports.** A progress report is generally required from all Arts Endowment award recipients. Specific instructions for submitting your progress report are included in your "Reporting Requirements" document and on the payment request instructions.
- c. **Special Reporting Requirements.** We may require that certain information be submitted to us before funds can be released (e.g., a signed recording contract, copyright release, an itemized list of actual expenditures to date, etc.) or at other times during the project. Specific instructions will be included in your award package when applicable.
- d. **Final Reports.** Carefully review your final reporting requirements and the Final Descriptive Report (FDR) form to determine the narrative information required. An authorizing official must sign the Financial Status Report (FSR) to verify that the project for which Arts Endowment funds were awarded has been carried out. The blue "Reporting Requirements" document included in your award package will indicate whether a product is also required. The necessary final report **forms** for your award are available on our Web site.

A Final Report package including the FDR, the FSR, and any required work product(s) must be submitted no later than 90 days after the period of support end date. (See the note regarding the delivery of first-class mail on page one of this document.) *Private metered postmarks will **NOT** be accepted as proof of timely mailing.* Submit Final Reports to:

Grants & Contracts Office  
Final Reports Section, Room 618  
National Endowment for the Arts  
1100 Pennsylvania Avenue, N.W.  
Washington, DC 20506-0001  
FAX 202/682-5610 or 5609

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<sup>3</sup>*All reporting requirements for cooperators are included in the cooperative agreement.*



## ***Reporting & Recordkeeping, cont.***

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Grantees and cooperators who fail to submit required final reports for any award(s) are ineligible to receive subsequent funding for five years following the final report due date of the award(s) or until the delinquent final reports are submitted, **whichever occurs first**. Acceptability of final reports may also affect eligibility. In addition, failure to submit required final reports within 210 days from the period of support end date will result in our withdrawing any undisbursed funds remaining on that award.

### **22. Matching Requirements**

**[NOTE: Our financial obligation to you shall not be increased unless agreed to in writing by the Chairman or a duly authorized representative.]**

- a. **Grants.** Unless otherwise stated in the grant award letter and/or reflected in the approved project budget, Arts Endowment funds may not exceed 50 percent of the total cost of the Arts Endowment-supported project (i.e., funds must be matched one-to-one, or “dollar for dollar”). The Financial Status Report is used to verify that the required match has been met. Ensure that the amounts reported on your Financial Status Report can be easily reconciled to your accounting records.
- b. **Cooperative Agreements.** Specific matching requirements and how to report on them are outlined in the cooperative agreement.
- c. **Ineligible Matching Resources.** The following items are not eligible matching resources:
  - Resources that have been used to match another Arts Endowment award or other Federal program(s).
  - Arts Endowment or other Federal funds. This includes Federal funds that have been subgranted or dispersed to you from your State Arts Agency or another grantor and clearly identified as such. It is your State Arts Agency's (or other grantor's) responsibility to inform you if their award to you is a direct flow-through from a Federal agency. See item 13a(1).
  - Contributions or gifts transferred to your organization that are subject to restriction so that the funds cannot be used to support your project.
  - Gifts (testamentary or otherwise) that are not available to your organization during the period of support.

## ***Reporting & Recordkeeping, cont.***

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### **23. Indirect Costs**

*The following applies only to those recipients who have indirect costs included in their approved project budget.*

The rate that is used for calculating indirect costs reflects either a rate that has been negotiated with a Federal agency or an estimate. If indirect costs based upon an estimate were included in your approved project budget, a rate proposal **must** be submitted to the oversight Federal agency immediately after you have been advised of an award or within three months after the start date of the period of support. Similarly, except for institutions governed by OMB Circular A-21, in the event your rate expires during the period of support, you must submit a proposal to renegotiate in sufficient time for the rate to be negotiated before the conclusion of the period of support. If the negotiated rate exceeds the rate specified in the approved project budget, the use of a higher rate is subject to the limitations set forth in OMB Circulars A-21, A-87, or A-122, as applicable. **In no event will additional Federal funds be awarded to support an increase in indirect costs.** A negotiated rate lower than the rate included in the project budget or failure to negotiate a rate by the end of the period of support may result in decreased Federal support if the total non-Federal costs applied toward your Arts Endowment-supported project do not satisfy the award's matching requirement. The Arts Endowment will not close out an award with a provisional rate if the indirect costs are needed to meet the minimum required match.

### **24. Record Retention**

You must maintain financial records, supporting documents (such as cancelled checks, invoices, contracts, travel reports, donor letters, in-kind contribution reports, and personnel activity reports), statistical records, and all other records pertinent to an award consistent with the provisions outlined in OMB Circular A-110, Section 53, or the Common Rule, Section 1157.42, as applicable. Generally, the retention period is three years from the date the final Financial Status Report is filed.

During the project period and the subsequent three-year retention period, the Arts Endowment, the Endowment's Inspector General, the Comptroller General of the United States, or any of our duly authorized representatives has the right to request additional information and/or to timely and unrestricted access to project records in order to audit, examine, excerpt, transcribe or copy such documents. This right also includes timely and reasonable access to recipients' personnel for the purpose of interview and discussion related to such documents.

### **25. Financial Management Standards**

OMB Circular A-110, Section 21, and the Common Rule, Section 1157.20, as applicable, prescribe standards for financial management systems of grantees and cooperators, i.e., accounting systems, internal controls, allowable costs, cash management, etc. The financial management systems of recipient organizations and their subrecipients must meet these standards. Important note: there may be no overlapping project costs

## **Reporting & Recordkeeping, cont.**

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between two or more Federal awards. Consequently, accounting records should be maintained separately for each award. The Inspector General has prepared two publications, *Financial Management Guide for Non-Profit Organizations* and *Financial Management Guide for State and Local Governments*, which contain practical information on what is expected in terms of fiscal responsibility. These publications can be found on our Web site at [www.arts.gov](http://www.arts.gov).

### **26. Program Income**

Income earned by a recipient during the period of support that results from activities supported under an Arts Endowment award is considered to be program income. These earnings can include, but are not limited to, income from fees for services performed, the use or rental of real or personal property acquired with grant or cooperative agreement funds, admission fees, etc. The Arts Endowment utilizes the cost-sharing or matching method of accounting for program income. As such, program income may be used as part of the match for an award, for additional costs of the Arts Endowment-supported project, or for use in other projects in the arts that are consistent with those supported by us.

### **27. In-Kind (Third-Party) Contributions**

If in-kind, third-party (i.e., not the awardee) contributions or donations are included as income in your approved project budget, they must also be included in the project's total direct costs and reflected as such in your accounting records. The basis for determining the valuation of volunteer services and donated property or space must be documented and must conform to the principles set out below.

- a. Volunteer services provided to you by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as match if the service is an integral and necessary part of the approved project. Volunteer services shall be valued at rates consistent with those ordinarily paid for similar work within your organization. If you don't have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount of fringe benefits may be included in the valuation.
- b. When a third-party employer furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that is reasonable), provided these services involve the same skills for which the employee is normally paid.
- c. The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation, and the value of loaned equipment shall not exceed its fair rental value.
- d. The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

## ***Reporting & Recordkeeping, cont.***

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- e. The value assigned to donated supplies or other expendable property should be reasonable and should not exceed the fair market value of the property at the time of donation.

**NOTE:** A sample format for recording in-kind (third-party) contributions is provided on page 25 as well as in the *Financial Management Guide, Attachment B* (found on our Web site).

### **28. Personnel Activity ("Time & Effort") Reports**

OMB circulars require that compensation for personnel services charged to Federal awards, in whole or in part, be properly documented. The required documentation is prescribed by the cost principles applicable to the recipient organization.

You are required to maintain personnel activity reports for any employee whose salary is charged, in whole or in part, to either the award or the matching funds if:

- your award is greater than \$25,000,
- you are subject to the Common Rule (regardless of the amount of your award), or
- you are on an alternative method of funding (as noted in your award letter or the Inspector General's audit follow up report).

A sample personnel activity report format is provided on page 24 as well as in the *Financial Management Guide, Attachment A* (found on our Web site). You may choose some other format as appropriate to your scale of operations. Reports must be prepared at least monthly and must coincide with one or more pay periods. Generally, you are not required to submit these to us, however we reserve the right to request copies.

The Arts Endowment waives the requirement to maintain personnel activity reports for an award of \$25,000 or less to a nonprofit organization or educational institution. **[NOTE:** *This waiver applies only to the maintenance of personnel activity reports. You are still obligated to keep other appropriate records (e.g., payroll records, in-kind documentation, etc.) verifying the salary/wage costs attributed to the Federal or matching funds.]*

**29. Equipment**

The Arts Endowment award may include approval for equipment purchases (greater than \$5,000 per item with an expected life of more than one year) that were identified in the project budget. Before purchasing equipment *not identified* in the approved budget, you must obtain written approval from the Grants & Contracts Office (see item 18f). You are encouraged, whenever possible, to purchase American-made equipment in accordance with the “Buy American Act” (41 U.S.C. 10a-10c).

Unless otherwise specified in the award, you will have title to equipment purchased or fabricated under the award, without further obligation to the Federal government, with the understanding that it will be used for the project activities or for similar activities for which it was obtained. We reserve the right, however, to stipulate at the time of award specific instructions for disposition of the equipment when you no longer need it (e.g., a transfer of title to the Federal government or a third party).

Similarly, you have title to artwork purchased under the award, without further obligation to the Federal government, with the understanding that it will be used for the project activities or for comparable activities for which it was obtained.

## ***Copyright and Cataloging Information***

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### **30. Copyright**

You may arrange to copyright any materials you develop from the work undertaken during the period of support without prior approval from us. For procedural information, contact: U.S. Copyright Office, Library of Congress, 101 Independence Avenue SE, Washington, DC, 20559-6000; 202/707-3000; [www.copyright.gov](http://www.copyright.gov).

Unless otherwise specified in the award, we are not entitled to receive royalties from work supported or made possible by a grant or cooperative agreement; however, we retain a royalty-free right to use such work for Federal government purposes (e.g., the use of final report work products to document the results of our grant programs), including placement on our Web site.

### **31. Library of Congress Cataloging in Publication Data**

We strongly recommend that any publication that might result from this award be cataloged by the Cataloging in Publication Program of the Library of Congress before it is prepared for final printing. This method of cataloging, available only to publishers of titles likely to be widely acquired by U.S. libraries, enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library's Preassigned Card Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications, thereby benefiting the recipient. For procedural information, contact: Library of Congress, 101 Independence Ave., SE, Washington, DC 20540; 202/707-5000; <http://cip.loc.gov/cip/>.

## ***Audit Matters***

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### **32. A-133 Audit Requirements**

OMB Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations," includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is \$300,000 in *yearly expenditures* of Federal funds. **As of December 31, 2003, the threshold increases to \$500,000 in yearly expenditures.** This amount is the aggregate of funds from **all** Federal sources.

OMB Circular A-133 is available online at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars) or call the OMB Information Line at 202-395-3080 to obtain a copy. If you have questions, contact the Office of Inspector General at (202) 682-5402 or [oig@arts.gov](mailto:oig@arts.gov).

### **33. Award Confirmation for Audit Purposes**

If you need to confirm, primarily for audit purposes, the exact amount of an award or payment received from us, you should FAX or mail your request to the **Finance Office**, National Endowment for the Arts, Room 624, 1100 Pennsylvania Avenue, N.W., Washington, DC 20506-0001. FAX 202/682-5679. [NOTE: Confirmation requests **MUST** include grant or cooperative agreement number(s); otherwise the Finance Office will **not** be able to process your request.]

### **34. CFDA Numbers (Catalog of Federal Domestic Assistance)**

The Catalog of Federal Domestic Assistance tracks award programs in the Federal government and assigns each a specific number. Provided below is a list of Arts Endowment programs (as of the publication date of this document) with their applicable CFDA numbers:

- 45.024 Grants to Organizations and Individuals  
*(Awards made through Arts Learning, Creativity, 2004 Challenge America—Access to the Arts, Heritage/Preservation, Organizational Capacity, Services to Arts Organizations and Artists, Arts on Radio and Television, and Literature Fellowships)*
- 45.025 Partnership Agreements  
*(Awards for State Arts Agencies & Regional Arts Organizations for Partnership Agreements only)*
- 45.026 Leadership Initiatives  
*(Includes awards made through Save America's Treasures, Coming Up Taller, Folk Infrastructure)*
- 45.027 Challenge America *(Including Challenge America-Access to the Arts)* grants **awarded prior to October 1, 2003.**
- 45.201 Arts & Artifacts Indemnity

## Questions?

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### 35. Arts Endowment Staff

**Cooperators**, please refer to your cooperative agreement for names of contact persons available to answer questions.

**Grantees**, if you have any questions, please contact the Grants & Contracts Office at 202/682-5403 or [grants@arts.gov](mailto:grants@arts.gov) concerning administrative or technical requirements, or the discipline/field office identified in your award document concerning programmatic requirements at 202:

*Learning in the Arts for Children & Youth // Arts Learning*

Early Childhood & School Based                      682-5536  
Community Based    682-5690

*Challenge America Fast Track Review*                      682-5700

*Disciplines*

Dance	682-5739	Music	A – M = 682-5590
Design	682-5796		N – Z = 682-5487
Folk & Traditional Arts	682-5678 / 5726	Musical Theater	682-5509 / 5438
International	682-5562	Opera	682-5600 / 5469
Literature	682-5771	Presenting	682-5658
Local Arts Agencies	682-5586	State & Regional	682-5430
Media Arts	682-5742	Theater	682-5020 / 5511/ 5509
Multidisciplinary	682-5658	Visual Arts	682-5555
Museum	682-5576		

AccessAbility                      682-5532

For individuals who are deaf or hard-of-hearing, call 202/682-5496 Voice/T.T. (Text-Telephone).

Individuals who do not use conventional print may access this document on our Web site or by contacting the Office for AccessAbility at 202/682-5532 for help in acquiring an audio recording of these *General Terms* or any other Arts Endowment publication.

Individuals with limited English proficiency or recipients serving such individuals should contact the Office of General Counsel at 202/682-5418 or by e-mail at [ogc@arts.gov](mailto:ogc@arts.gov). You can also find information at [www.lep.gov](http://www.lep.gov).



**SAMPLE PERSONNEL ACTIVITY REPORT  
(TIME AND EFFORT REPORT)**

<b>Organization Name:</b> _____	
<b>Employee's Name:</b> _____	<b>Week Ending:</b> _____
<b><u>Activity</u></b>	<b><u>Distribution of Time</u></b>
Arts Endowment:	
1. Grant or DCA #: _____	_____ %
2. Grant or DCA #: _____	_____ %
Other:	
3. Project name: _____	_____ %
4. Project name: _____	_____ %
5. Project name: _____	_____ %
Administrative: _____	_____ %
Fundraising: _____	_____ %
Leave:	
Sick _____	_____ %
Vacation _____	_____ %
Other (specify): _____	_____ %
<b>TOTAL:</b>	<b>100 %</b>
<b>Employee's Signature:</b> _____	<b>Date:</b> _____
<b>Supervisor's Signature:</b> _____	<b>Date:</b> _____

**In preparing personnel activity reports, please note the following:**

- The reports must be based on an after-the-fact determination of the employee's actual activities (i.e., these cannot be estimated in advance). For example, the distribution of time might be determined based on notes from personal calendars and/or reasonable estimates of time spent on various activities.
- All of the employee's compensated time must be accounted for in these reports. This would include time spent on activities in addition to the Arts Endowment-supported project(s), as well as leave (sick/vacation/holiday), administrative duties, etc. NOTE: For nonprofessional employees, you must also maintain records indicating the total number of hours worked each day in conformance with the Fair Labor Standards Act (29 CFR Part 516).
- The reports must be signed by the employee or a responsible supervisory official.
- Reports must coincide with one or more pay periods and be used to reconcile salary and fringe benefit costs to appropriate accounts on a regular (at least monthly) basis.
- Unless otherwise specified in the award letter or if you are on an alternative method of funding, the Arts Endowment waives the requirement to maintain formal personnel activity reports for nonprofit organizations and institutions of higher education receiving an award of \$25,000 or less.

**SAMPLE IN-KIND CONTRIBUTION REPORT**

Report of SERVICES RENDERED, GOODS DONATED, FACILITIES PROVIDED  
to the awardee:

Project: \_\_\_\_\_  
Donor: \_\_\_\_\_  
Address: \_\_\_\_\_

Donor's Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Date(s) services were performed, goods were donated, or facilities provided for project:

Services Rendered:

By: _____	Hours: _____	\$ _____
By: _____	Hours: _____	_____
By: _____	Hours: _____	_____
By: _____	Hours: _____	_____
By: _____	Hours: _____	_____
By: _____	Hours: _____	_____
Others listed on reverse; amount from reverse:		_____
	Total Services:	\$ _____

Goods Donated:

Item: _____	\$ _____
Item: _____	_____
Item: _____	_____
Others listed on reverse; amount from reverse:	_____
	Total Goods: \$ _____

Facilities Provided:

Place: _____	\$ _____
Place: _____	_____
Place: _____	_____
Others listed on reverse; amount from reverse:	_____
	Total Facilities: \$ _____
	TOTAL VALUE: \$ _____

Approved By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NOTE: Please attach an explanation of the bases for the valuation of each item and any supporting documentation.



**NATIONAL ENDOWMENT FOR THE ARTS**

**SIGNATURE AUTHORIZATION FORM**

Complete this form and mail or FAX (202/682-5610 or 5609) it to:  
Grants & Contracts Office, Room 618; National Endowment for the Arts:  
1100 Pennsylvania Avenue, N.W.; Washington, DC 20506-0001

**ORGANIZATION'S LEGAL NAME:** \_\_\_\_\_

An **AUTHORIZING OFFICIAL** is an official of your organization who has authority to legally bind the organization. This individual has authority to sign all application and grant-related documents. (Please refer to the *General Terms* for individuals considered to be authorizing officials.)

This form is used to identify additional authorizing official(s) for your organization. Please submit an updated Signature Authorization Form when changes in authorizing officials occur or every four years.

**Current Authorizing Official making this request (mandatory):**

**X** \_\_\_\_\_  
Signature Date

Typed Name: \_\_\_\_\_

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

e-mail: \_\_\_\_\_ phone: \_\_\_\_\_

-----  
**ALTERNATE AUTHORIZING OFFICIAL:**

**X** \_\_\_\_\_  
Signature Date

Typed Name: \_\_\_\_\_

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

e-mail: \_\_\_\_\_ phone \_\_\_\_\_

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**ALTERNATE AUTHORIZING OFFICIAL:**

**X** \_\_\_\_\_  
Signature Date

Typed Name: \_\_\_\_\_

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

e-mail: \_\_\_\_\_ phone \_\_\_\_\_

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**FOR COLLEGES AND UNIVERSITIES ONLY:** A **FISCAL OFFICER** is an individual delegated authority to act for the college or university on fiscal matters only (e.g., signing payment requests or Financial Status Reports).

**FISCAL OFFICER:**

**X** \_\_\_\_\_  
Signature Date

Typed Name: \_\_\_\_\_

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

e-mail: \_\_\_\_\_ phone \_\_\_\_\_

**FISCAL OFFICER:**

**X** \_\_\_\_\_  
Signature Date

Typed Name: \_\_\_\_\_

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

e-mail: \_\_\_\_\_ phone \_\_\_\_\_