

STATEMENT OF ASSURANCES TO THE DELAWARE DIVISION OF THE ARTS

(Keep a copy of this statement for your records)

Notice: This Statement of Assurances serves as your contract, if you are awarded a grant. Funding for the Division of the Arts (DIVISION) is provided by the Delaware General Assembly and the National Endowment for the Arts: Catalog of Federal and Domestic Assistance (CFDA) Partnership Agreement #45.025. Individual grants consist of state funds, federal funds, or a combination. Detailed information on the schedule for grant payments and funding sources for can be found on your Grant Payment Schedule.

Obligations of Recipient

1. The RECIPIENT has obtained all necessary authorizations, approvals, and or resolutions to enter into this Agreement, and to act as agent and/or representative for its governing body and/or organization prior to entering into this Agreement. Documentation of such authorization, approval, or resolution has been provided to the DIVISION.
2. Payments made under this Agreement shall be used solely for activities described in the PROJECT/ PROGRAM(S) proposal during the grant period specified in the guidelines or application. Deviations from the PROJECT/PROGRAM(S) proposal will only be allowed upon approval of a request by the RECIPIENT to the DIVISION for such approval. The request shall be submitted, in writing, at least thirty days prior to instituting changes. The DIVISION will send written notification of approval. Failure of the RECIPIENT to notify the DIVISION of major changes in the PROJECT/PROGRAM(S) may jeopardize future funding.
3. Grant awards may be adjusted accordingly to correspond with approved changes in the PROJECT/PROGRAM(S) or in response to mid-year adjustments in state or federal appropriations for grants.
4. DIVISION grant awards and payments shall not exceed the percentage allowable in each grant category, as specified in the corresponding grant guidelines. If the amount of the PROJECT/PROGRAM(S) payments exceeds the percentage allowable at the end of the PROJECT/ PROGRAM(S), for any reason, RECIPIENT shall return those payments in excess of the percentage allowable.
5. The Parties to this Agreement intend that the relationship between them contemplated by the Agreement is that of independent agency. No agent, employee, or servant of the RECIPIENT shall be deemed to be an employee, agent, or servant of the DIVISION. The RECIPIENT will be solely and entirely responsible for its acts and the act of its agents, employees, servants, and subcontractors during the performance of this Agreement. The RECIPIENT shall inform all contractors and creditors that they must look only to the RECIPIENT for payment. The RECIPIENT will in no way represent to such contractors and creditors that the operation and/or PROJECT/PROGRAM(S) constitute a joint venture with the State of Delaware or the DIVISION.
6. The RECIPIENT shall indemnify and hold harmless the DIVISION, its agents and employees, from any and all liability, suits, actions, or claims, together with all reasonable costs and expenses (including attorneys' fees) arising from or in connection with the RECIPIENT's performance of this Agreement.

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7. The RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 as amended; The Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972 as amended; The Native American Graves Protection and Repatriation Act of 1990; The National Environmental Policy Act, if applicable; The National Historic Preservation Act, if applicable and where applicable; The Age Discrimination Act of 1975; statutes regulating lobbying with appropriated monies including Title 18 USC Section 1913, Sec 319 of Public Law 101-121 Certification regarding lobbying, etc., and Title 45 CFR Part 1158; and all other restrictions and requirements in the DIVISION grant guidelines corresponding to this PROJECT/PROGRAM.
8. The RECIPIENT shall provide to the DIVISION, upon request, up to four complimentary tickets or free admission per grant period for the purpose of on-site program evaluation. (Not applicable for the following grant programs: Artist Residency, Arts Stabilization Fund, Education Resource and TranspARTation.)
9. The RECIPIENT shall include in all promotional, publicity, and advertising materials, and in the printed program from the event(s), the following credit:

This [SELECT ONE: program, project, organization, etc.] is supported, in part, by a grant from the [Delaware Division of the Arts](#), a state agency, in partnership with the [National Endowment for the Arts](#). The Division promotes Delaware arts events on www.DelawareScene.com

All arts organizations are required to include the above credit statement (see #9) on their website, with active links to the words "Delaware Division of the Arts" (arts.delaware.gov), "National Endowment for the Arts" (<https://www.arts.gov>), and "www.DelawareScene.com" (<https://www.delawarescene.com>).

When grant recipients display logos of contributors or sponsors, the DIVISION logo must also be displayed. Digital logos are available on the DIVISION's website at arts.delaware.gov/logos-funding. In addition, grantees are encouraged to use the National Endowment for the Arts logo whenever possible for the duration of the grant period: www.arts.gov/grants/manage-your-award/nea-logo

When written acknowledgment is not possible, such as when there is no printed program, grantees should provide verbal acknowledgment of the Division's support prior to the performance or activity. Verbal announcements also apply to radio broadcasts and audio descriptions for people who are hearing impaired. If an announcement is not feasible, consider a sign in the lobby or exhibition/activity space.

10. The RECIPIENT shall maintain an organizational profile and keep public events information current in **DelawareScene.com**, the state's online arts calendar. Failure to do so may jeopardize future funding. (Not applicable for the following grant programs: Artist Residency, Arts Stabilization Fund, Education Resource and TranspARTation.)
11. The RECIPIENT shall comply with the audit, financial management, and compliance policies as stated in the DIVISION grant guidelines corresponding to this PROJECT/PROGRAM. For accounting purposes, financial records shall reflect receipts, obligations, and disbursement of funds. The financial account shall be subject to audit by appropriate agencies of the State of Delaware and/or federal government. The RECIPIENT shall be responsible for the safekeeping of records and the accounting for funds paid under this Agreement. Records must be kept for a period of three years after the PROJECT/PROGRAM(S) are completed. Subgrantees who are units of state and local governments or federally recognized Indian tribal governments are subject to the audit requirements contained in OMB Circular A-128, "Audits of State and Local Governments," whenever the total federal financial assistance received in a year is \$500,000

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or more. Subgrantees who are nonprofit organizations or colleges or universities are subject to the audit requirements contained in OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," whenever the total federal financial assistance received in a year is \$500,000 or more.

12. The RECIPIENT shall submit a separate Final Report Form to the DIVISION for each grant category in which funding has been awarded. Each Final Report Form must be submitted within 30 days of PROJECT/PROGRAM completion or by the deadline date stated in the PROJECT/PROGRAM guidelines, whichever comes first. If a Final Report Form for a particular grant category has not been submitted to the DIVISION by the deadline date stated in the PROJECT/PROGRAM guidelines, all or part of the grant amount awarded shall be forfeited and reverted to the DIVISION. In addition, failure to submit Final Report Forms may jeopardize future grants to the RECIPIENT.
13. TERMINATION. This Agreement is contingent upon the DIVISION's actual receipt of state and federal funds. Should such funds fail to be specifically appropriated to the DIVISION for any reason whatsoever, this Agreement shall automatically terminate, at the end of the last fiscal year for which such appropriation is available.
14. Should the RECIPIENT default in the performance of its obligations pursuant to the terms of this Agreement or DIVISION policies, the RECIPIENT shall have the right to cure said default after written notice by the DIVISION of the default to the RECIPIENT. If the RECIPIENT fails to cure such default within thirty (30) days after written notice is given, the DIVISION may withhold part of the grant award or cancel this Agreement, in which case the RECIPIENT shall return to the DIVISION all monies that the DIVISION determines, in its sole discretion, were not appropriated in accordance with this Agreement. Written notice of default and cancellation shall be made to the RECIPIENT by first class mail, postage prepaid; and by certified mail, return receipt requested. In the event this Agreement becomes subject to Default or Cancellation, the DIVISION, at its sole discretion, may determine that the RECIPIENT is ineligible to apply for future awards from the DIVISION.
15. The RECIPIENT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.
16. This Agreement constitutes the full and complete agreement of the parties and supersedes or incorporates any prior written and oral agreements of the parties. This Agreement shall not be modified except by a written agreement signed by the parties.
17. The RECIPIENT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. The RECIPIENT consents to jurisdiction venue in the State of Delaware.

I, the RECIPIENT, do hereby certify that all figures, facts, and representations made in this application and its attachments are true and correct to the best of my knowledge and belief, and that, if funded, the RECIPIENT will comply with all of the terms and conditions herein. I further certify that neither I, this organization, nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Delaware Division of the Arts' programs by any federal or state department or agency, nor is delinquent in the repayment of any federal debt.