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STATE OF DELAWARE
DEPARTMENT OF STATE
DIVISION OF THE ARTS
DELAWARE STATE ARTS COUNCIL
<https://arts.delaware.gov/>

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STATEMENT OF ASSURANCES TO THE DELAWARE DIVISION OF THE ARTS
(Keep a copy of this statement for your records. This will print as part of your application summary.)
Updated 8.19.2025

Notice: This Statement of Assurances and submitted application serve as your contract (referred to as “Agreement”), if you as an applicant organization or individual (RECIPIENT), is awarded a grant. In general, 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 may consist of state funds, federal funds, or a combination. Check additional terms of the DIVISION concerning the source(s) of funding for your grant.

An application shall not be eligible or considered if submitted after 11:59 p.m. of the posted deadline date.

Obligations of Recipient

1. The RECIPIENT and its signatory below have 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 or other relevant information 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. Major changes from the PROJECT/PROGRAM(S) proposal, as determined by the DIVISION, are prohibited unless the DIVISION has approved a request from the RECIPIENT. Major changes include, but are not limited to, activities not outlined in the grant application. The request shall be submitted, in writing, at least thirty (30) days prior to instituting any major changes. The DIVISION will send written notification of approval. Failure of the RECIPIENT to request pre-approval from the DIVISION of major changes in the PROJECT/PROGRAM(S) may include but not be limited to jeopardizing future funding or any of the other remedies afforded by this Agreement or any laws, regulations, or ordinances.
3. Grant awards may be adjusted accordingly to correspond with approved major changes in the PROJECT/PROGRAM(S) in the DIVISION’S sole discretion or in response to any adjustments in state or federal appropriations for grants.
4. DIVISION grant awards and payments may 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 may be asked to return any payments in excess of the percentage allowable. Failure of RECIPIENT to have available excess payments, in whole or part, at the end of the PROJECT/PROGRAMS, for any reason, may jeopardize future funding. The DIVISION reserves all rights available under this Agreement or laws, regulations, ordinances, or guidelines to retrieve excess payments.
5. The Parties to this Agreement are separate entities. No agent, director, employee, officer, servant, subcontractor or volunteer of the RECIPIENT shall be or considered to be an employee, agent, or servant of the State of Delaware, Department of State, or DIVISION. Family members of an employee, agent or servant of the State of Delaware, Department of State or DIVISION are prohibited from participating in or

Dedicated to nurturing and supporting the arts to enhance the quality of life for all Delawareans

making decisions regarding the RECIPIENT's application. The RECIPIENT will be solely and entirely responsible for its acts or omissions to act and the acts or omissions of its agents, directors, employees, officers, servants, subcontractors or volunteers during the performance of this Agreement. The RECIPIENT may inform all agents, contractors, subcontractors and creditors that they must look only to the RECIPIENT for payment. At no time will the State of Delaware, Department of State, or the DIVISION be responsible or obligated for payment to the RECIPIENT's agents, contractors, subcontractors, and creditors. The RECIPIENT will in no way represent to such agents, contractors, subcontractors and creditors that the operation and/or PROJECT/PROGRAM(S) constitute a joint venture with the State of Delaware, Department of State or the DIVISION or their agents, directors, employees, or officers.

6. The RECIPIENT shall indemnify and hold harmless the State of Delaware, Department of State, DIVISION, and their agents, directors, employees, and officers 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 or failure to perform under this Agreement.

(This clause regarding indemnification and holding harmless is waived and inapplicable to agencies, authorities, boards, commissions, departments, divisions, instrumentalities, offices, and other units of the government of the State of Delaware.).

The RECIPIENT is responsible for knowing its obligations under this statement, including obligations to indemnify and hold harmless, and may wish to consult with its legal counsel.

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; regulations and policies regarding said acts; 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 by the DIVISION, which may be changed from time to time to align with changes in the law, regulations or policies and in the DIVISION grant guidelines corresponding to this PROJECT/PROGRAM. The RECIPIENT shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and funding requirements in the performance of this Agreement.
8. The RECIPIENT shall provide to the DIVISION, upon request, up to six 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:

1. If your grant is funded in full or in part by federal funds or the state match to those federal funds, grantees must display the Division of the Arts and National Endowment for the Arts logo found here (www.arts.gov/grants/manage-your-award/nea-logo) and funding credit on their website (placement details found below):

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 event on www.DelawareScene.com.

2. If your grant is funded **only** by state funds, grantees must display the Division of the Arts logo and funding credit on their website (placement details found below):

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

All funding credits should contain active links to the words, when necessary, for the “Delaware Division of the Arts” (<https://arts.delaware.gov>), "National Endowment for the Arts" (<https://www.arts.gov>), and “www.DelawareScene.com” (<https://www.delawarescene.com>).

For General Operating Support and StartUp grantees: Required logos and funding credit must appear in the footer of your website.

For Project Support grantees: Required logos and funding credit must appear on the landing page for the funded project/program but is not required to be on the footer of the website.

Whenever 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.

When written acknowledgment is not possible, such as when there is no printed program, grantees must provide verbal acknowledgment of the Division’s support prior to the performance or activity. Verbal announcements also apply to radio broadcasts, podcasts, 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.

Should the RECIPIENT fail to comply with the terms and conditions of this paragraph 9, the RECIPIENT shall have the right to cure said failure after written notice by the DIVISION to the RECIPIENT. If the RECIPIENT does not cure the failure within thirty (30) days after the date of written notice, the DIVISION may withhold all or 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.

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, all financial records shall reflect receipts, obligations, and disbursement of funds which the DIVISION may, in its sole discretion, request and which the RECIPIENT shall provide. The financial account may 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 all funds paid under this Agreement. Records must be kept for a period of three (3) years after the PROJECT/PROGRAM(S) are completed and after each Final Report Form are submitted. Subgrantees who are units of state and local governments or federally recognized Indian tribal governments or who are nonprofit organizations or colleges or universities are subject to the audit requirements contained in Title 2, Code of Federal Regulations, Parts 1 et seq. published at 89 FR 30046, whenever the total federal financial assistance received in a year is at least \$ 1,000,000 or contained in other supplements or requirements by the federal government..
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. SMU Data Arts Cultural Data Profile. Grantees in the General Operating Support and StartUp grant programs, the Cultural Data Profile must be completed by October 1 of each year. Information on this requirement can be found on the DIVISION’s website at <https://arts.delaware.gov/smucdp/>.
14. 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 or no reason whatsoever, this Agreement shall automatically terminate, at the end of the last fiscal year for which such

appropriation is available and all obligations of the DIVISION, State of Delaware or Department of State shall cease and terminate immediately. This agreement may be terminated at the DIVISION's convenience.

15. 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 the date of written notice, the DIVISION may withhold all or 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. Notwithstanding any provision in this Agreement, the DIVISION and RECIPIENT expressly agree that the DIVISION may, within its sole discretion, provide seven (7) days or otherwise provide less than thirty (30) days for RECIPIENT to cure any default after the date of the DIVISION'S written notice and the DIVISION'S rights and remedies stated in this Paragraph 14 and the law, regulations, or guidelines shall apply. Written notice of default and cancellation may be made to the RECIPIENT by first class mail, postage prepaid or by certified mail, return receipt requested or both. 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.
16. The RECIPIENT shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in the performance of this Agreement.
17. 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.
18. 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 PROJECT/PROGRAM and performance of services and obligations required under this Agreement.
19. 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 in the State of Delaware and venue in the courts within the State of Delaware.
20. The State of Delaware, Department of State, and DIVISION reserve any and all rights and remedies available concerning this Agreement.

Printed Name

Signature

Title

Organization Name

Date

5-digit Grant Number