



General Terms and Conditions for Awards to Organizations

(For awards issued October 1, 2024, or later)

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Introduction

Unless otherwise specified in regulation or the terms and conditions of the specific award, the *General Terms and Conditions for Awards to Organizations* (referred to as *General Terms and Conditions* throughout this document) apply to awards that the National Endowment for the Humanities (NEH) issues to organizations *except* state and jurisdictional humanities councils, which have their own terms and conditions, found at [General Terms and Conditions for General Operating Support Grants to State and Jurisdictional Humanities Councils](#).

This document is organized into fourteen sections and covers topics such as roles and responsibilities of NEH and recipients, national policy requirements, allowable project costs, project changes, reporting requirements, closeout activities, and audits, as specified in [2 CFR Part 200](#) and the terms and conditions of the award.

In addition to adhering to these *General Terms and Conditions*, recipients are responsible for abiding by NEH's general policies available in the "General Policies" section of the [Grants Management Policy and Guidance for Awards to Organizations](#) webpage.

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I. Applicability and Authorization

The *General Terms and Conditions* apply to grants and cooperative agreements that NEH issues to private nonprofit organizations, institutions of higher education, and state, local, and federally recognized Indian tribal governments. These terms and conditions apply not only to the recipient, but also flow down to any subawards unless specified otherwise in regulation or the terms and conditions of the specific NEH award.

NEH awards are subject to the National Foundation on the Arts and the Humanities Act of 1965 ([P.L. 89-209, as amended; 20 U.S.C. § 956, et seq.](#)), [2 CFR Part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (effective as of October 1, 2024, per [89 FR. 30046](#)), the *General Terms and Conditions*, and the specific terms and conditions in the Notice of Action. Should there be any inconsistency between the specific terms and conditions of an award and the *General Terms and Conditions for Awards to Organizations*, the specific terms and conditions will govern.

In accepting an award, the recipient assumes the legal responsibility of administering the award in accordance with the requirements set out in these *General Terms and Conditions* and of maintaining documentation of all actions and expenditures affecting the award, subject to audit. If a recipient fails to comply with these requirements, NEH may suspend or terminate the award.

II. Glossary of Terms and Definitions

See [2 CFR 200, Subpart A](#) for a comprehensive list of definitions.

Assistance Listings	The publicly available listing of federal assistance programs managed and administered by the General Service Administration (GSA) at SAM.gov. Each opportunity is given a unique Assistance Listing number. NEH provides the relevant Assistance Listing number to recipients in the Notice of Action under "Federal Award Information."
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Allocable costs	Per 2 CFR § 200.405 , a cost is allocable to a particular federal award or other cost objective if the cost is assignable to that federal award or other cost objective in accordance with the relative benefits received.
Allowable costs	Allowable costs are consistent with the general criteria under 2 CFR § 200.403 and the terms and conditions of an award.
Award	Federal funds issued under a grant or cooperative agreement.
Cash contributions	The recipient's cash outlay for budgeted project activities, including the outlay of money contributed to the recipient by third parties.
Consultant	An individual or company that a recipient retains to provide professional advice or services on a project for a fee. Consultants typically work at a daily or hourly fixed rate. Additional information on subrecipient and contractor determinations is available at 2 CFR § 200.331 . See also the definition of <i>subaward</i> in this section.
Contract	A legal instrument by which a recipient or subrecipient conducts procurement transactions or obtains personal property, supplies, equipment or services needed to carry out the project or program under a federal award. Additional information on subrecipient and contractor determinations is available at 2 CFR § 200.331 . See also the definition of <i>subaward</i> in this section.
Cooperative agreement	Per 2 CFR § 200.1 , a legal instrument of financial assistance between a federal awarding agency and a recipient or between a pass-through entity and a subrecipient that, consistent with 31 U.S.C. §§ 6302-6305 : <ol style="list-style-type: none"> 1. is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the federal government or pass-through entity's direct benefit or use; 2. is distinguished from a grant in that it provides for substantial involvement of the federal awarding agency in carrying out the activity contemplated by the federal award.
Cost sharing	The portion of the costs of a project or program the recipient does not charge to NEH's federal share of funds. This includes cash contributions (as defined above) as well as the value of third-party in-kind contributions.
Debarment	The ineligibility of an individual or an entity to receive assistance or benefits from the federal government, either indefinitely or for a specified period of time, based on legal proceedings taken pursuant to regulations contained at 2 CFR Part 180 —OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) and 2 CFR Part 3369 —Nonprocurement Debarment and Suspension.

eGMS Reach	NEH's online electronic grant management system, located at https://reach.neh.gov .
Equipment	Tangible personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit, as defined in 2 CFR § 200.1 .
Grant	Per 2 CFR § 200.1 , a legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and a subrecipient that, consistent with 31 U.S.C. §§ 6302, 6304 : <ol style="list-style-type: none"> 1. is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the federal agency or pass-through entity's direct benefit or use; 2. is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the federal agency in carrying out the activity contemplated by the federal award.
Indirect costs	Costs that are incurred for common or joint objectives and therefore cannot be readily identified with a specific project or activity of an organization, including but not limited to depreciation on buildings, equipment, and capital improvement; operations and maintenance expenses; accounting and legal services; and salaries of executive officers.
In-kind contributions	The value of non-cash contributions provided by third parties. In-kind contributions may be in the form of real property and equipment or the value of goods and services directly benefiting and specifically identifiable to the funded project.
Key personnel	The project director (PD) and institutional grant administrator (IGA), as well as other individuals critical to the project.
Notice of Action	The official, legally binding document notifying the recipient of an award action, such as when NEH issues a federal award or approves an amendment.
Pass-through entity	Per 2 CFR § 200.1 , a recipient or subrecipient that provides a subaward to a subrecipient to carry out part of a federal program.
Period of performance	Per 2 CFR § 200.1 , the time interval between the start and end date of a federal award, during which the recipient may incur new obligations to carry out the work under the NEH award. The period of performance must begin on the first day of the month and end on the last day of the month.
Program income	Gross income earned by the recipient or subrecipient that is directly generated by NEH-funded activities or earned as a result of the NEH award during the period of performance. It includes, but is not limited to, income from fees for services

	performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. It does not include rebates, credits, discounts, and interest earned on any of them. See 2 CFR § 200.307
Project costs	The total costs needed to complete the project that NEH approves at the time of award or through subsequent amendments. This includes both federal funds and non-federal cost share or matching funds that the recipient or third parties contribute.
Reasonable costs	Per 2 CFR § 200.404 , a cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost.
Recipient	An entity that receives a federal award from NEH and that is accountable for the use of funds provided.
Simplified Acquisition Threshold	The dollar amount below which recipients and subrecipients may purchase property or services using small purchase methods. The simplified acquisition threshold is found in the Federal Acquisition Regulation (FAR) at 48 CFR Subpart 2.101 (also see 2 CFR §§ 200.1 and 200.320).
State	Any of the states of the United States and the District of Columbia, including the following jurisdictions, unless otherwise indicated: the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Virgin Islands.
Subaward	An award provided by a pass-through entity to a subrecipient to contribute to the goals and objectives of the project by carrying out part of a federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in 2 CFR § 200.331 , including an agreement that the pass-through entity considers a contract.
Subrecipient	An entity that receives a subaward from a pass-through entity to carry out part of a federal program. This does not include beneficiaries or participants.
Supplies	Tangible personal property, excluding equipment and intangible property as defined in 2 CFR § 200.1 .
Suspension	When NEH temporarily withdraws federal assistance and consequently the recipient's authority to incur expenditures against award funds, pending corrective action or a decision to terminate the award.

	The suspension of an individual or organization causes that party to be ineligible to receive any assistance and benefits from the federal government pending completion of an investigation and legal proceedings, per 2 CFR Parts 180 and 3369 . Such actions may lead to debarment of the recipient.
Travel costs	Expenses for transportation, lodging, subsistence, and related items incurred by those who are on official business, allocable to work under an award.
Unrecovered indirect costs	The difference between the indirect costs charged to the federal award and the amount that could be charged to the federal award under the recipient's approved negotiated indirect cost rate.

III. Roles and Responsibilities

As a federal agency that issues financial assistance, NEH is responsible to Congress and the U.S. taxpayer for carrying out its mission cost effectively and in compliance with applicable requirements set forth in legislation, regulation, and policy. NEH seeks to ensure integrity and accountability in award issuance and administration by relying on a system of checks and balances, separating responsibilities within its own staff, and establishing a similar set of expectations for recipients. NEH roles and responsibilities are as follows.

A. NEH roles and responsibilities

1. Office of Grant Management

The Office of Grant Management (OGM) is responsible for overseeing recipients' compliance with the administrative requirements, cost principles, audit requirements, and other non-programmatic aspects of the award. Responsibilities include:

- evaluating applications for administrative content and compliance with statutes, regulations, and the Notice of Funding Opportunity (NOFO);
- negotiating awards;
- providing technical assistance to applicants and recipients, including interpreting agency policies and federal statutes and regulations;
- monitoring post-award compliance, including reviewing financial reports and conducting site visits; and
- closing out awards.

OGM is the only office authorized to:

- issue Notices of Action obligating federal funds;
- review and respond to requests for prior approval;
- amend funding levels, periods of performance, terms and conditions of award; and
- issue revised Notices of Action.

2. Program Office

NEH program offices are responsible for the programmatic aspects of applications and awards. Responsibilities include:

- developing programs to meet NEH's mission;
- facilitating the review and recommendation of applications;
- providing programmatic technical assistance; and
- post-award monitoring of project performance, including site visits and reviewing progress reports.

3. Office of Accounting

NEH Office of Accounting (OAC) responsibilities include:

- collecting and confirming information submitted via the SF-3881 Automated Clearing House (ACH) form; and
- reviewing payment requests and issuing payments to recipients.

For more information, see [Payment Requests and Financial Reporting Requirements](#).

4. Office of Inspector General

NEH Office of Inspector General (OIG) responsibilities include:

- conducting audits and investigations;
- reviewing legislation;
- recommending policies to promote efficiency and effectiveness; and
- preventing and detecting fraud, waste, and abuse in the operations of the agency.

For more information, see the [OIG's webpage](#).

B. Recipient roles and responsibilities

Recipient responsibilities include:

- conducting project activities under the NEH award;
- adhering to the terms and conditions of the award and all applicable statutes and regulations; and
- informing NEH of significant programmatic, administrative, or financial problems.

The recipients must designate different individuals to serve in the following roles.

1. Institutional grant administrator

The institutional grant administrator (IGA) serves as the primary contact and must have authority to act on the organization's behalf in matters related to the administration of NEH awards.

Responsibilities include:

- accounting for the appropriate use of funds and the performance of the NEH-funded project or activities as specified in the approved application and in compliance with [2 CFR Part 200](#) and the terms and conditions of the award;
- certifying the accuracy and completeness of all reports (Programmatic Performance Reports, Federal Financial Reports (FFRs), and other award-specific reports, as applicable) prior to submission;
- submitting Federal Financial Report(s);
- submitting timely prior approval requests through eGMS Reach in accordance with [Section VII](#); and
- notifying NEH about allegations of research misconduct when they involve NEH-funded research (or an application for NEH funding) and the recipient's inquiry into the allegation determines that there is sufficient evidence to proceed to an investigation in accordance with the [NEH Research Misconduct Policy](#) (see [Section XIV](#)).

A change of IGA requires immediate notification and submission of a prior approval request to NEH. See [Section VII](#).

The IGA cannot also serve as the PD. In addition, only the IGA and individuals to whom the IGA delegates authority may make payment requests in eGMS Reach. The IGA may not delegate payment request authority to the PD.

2. Project director

The project director (PD) is responsible for day-to-day management of the project and is encouraged to maintain contact with the NEH program officer with respect to the programmatic aspects of the project. The PD works closely with the IGA to:

- ensure compliance with federal and organizational requirements;
- create and maintain necessary documentation, including performance and administrative reports and justifications; and
- acknowledge NEH support in publications, announcements, news programs, and other media.

If the PD is not an employee of the recipient organization, there must be a formal written agreement that specifies an official relationship between the parties, even if the relationship does not involve a salary or other form of remuneration.

The PD cannot also serve as the IGA. As stated above, the PD may not have payment request authority.

Because the PD's involvement is critical to the project's success, the replacement of the PD or co-director or a substantial reduction in their level of effort requires prior written approval from NEH. The IGA must promptly request PD changes by submitting a participant change request and résumé via [eGMS Reach](#).

C. eGMS Reach

[eGMS Reach](#) is the online grant management system recipients use to conduct all award management activities, including making prior approval and extension requests, submitting reports,

and communicating with NEH staff. For more information on how to access eGMS Reach, see [Accessing NEH eGMS Reach](#).

When NEH issues the Notice of Action, the PD, IGA, and any other persons with recipient eGMS roles will receive eGMS Reach accounts. Access eGMS Reach and follow the on-screen instructions to create a Login.gov account, or input credentials for an existing account.

NEH sends official notifications via eGMS Reach to the email address associated with the account. Protections against spoofing and phishing are provided by Domain-based Message Authentication, Reporting, and Conformance ([DMARC](#)). Do not forward messages to other addresses, as this may cause eGMS Reach messages to be flagged as illegitimate and rejected. Forwarding messages may result in missing important official NEH communications.

Requests for changes (see [Section VII](#)) must be submitted through the *Change Requests* tab in eGMS Reach.

D. Liability

NEH cannot assume liability for accidents, illnesses, or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The recipient is advised to take necessary steps to insure or protect itself, its employees, and its property.

E. Fiscal agents

The recipient assumes all programmatic, financial, and legal responsibilities associated with the award. The recipient must make substantive contributions to the success of the project; it may not function solely as a fiscal agent or sponsor. An organization that functions solely as a fiscal agent or fiscal sponsor is not eligible for an award or a subaward.

F. Duplication of benefits

Per [2 CFR § 200.403\(f\)](#), NEH does not permit overlapping costs on two or more awards for federal funding and/or approved federal award budgets.

G. Subrecipient monitoring requirements

Per [2 CFR § 25.300](#), the recipient may only issue subawards of federal funds to organizations that have obtained a Unique Entity Identifier (UEI) from the [System for Award Management \(SAM\)](#) and provided it to the recipient. Subrecipients are not required to complete full SAM registration. Pass-through entities are responsible for improper payments to ineligible subrecipients.

The recipient must monitor its subrecipients to ensure they:

- use subawards for authorized purposes;
- comply with federal statutes, legislative requirements, regulations, and the terms and conditions of the subaward;
- achieve performance goals as defined in the subaward agreement; and

- track, appropriately use, and report program income generated by the subaward.

See [2 CFR § 200.332](#) for information that the recipient must include in each subaward agreement.

The recipient must request OGM's approval prior to issuing subawards not included in the original application.

For additional information, see [General Guidance for Pass-through Entities on Managing Subawards](#).

1. Federal Funding Accountability and Transparency Act reporting

As required by the Federal Funding Accountability and Transparency Act of 2006 (FFATA) ([P.L. 109-282](#), as amended by section 6202 of [P.L. 110-252](#)), recipients must report information for each subaward of \$30,000 or more in federal funds and executive total compensation as outlined in [Appendix A to 2 CFR Part 170](#). FFATA reporting requirements apply for the duration of the period of performance.

Recipients must report all subawards meeting the threshold at [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS). Reports are due at the end of the month following the month in which the recipient awards any subaward greater than or equal to \$30,000.

H. Acknowledgment of support and disclaimer

Unless otherwise specified in the terms and conditions of an award, all materials publicizing or resulting from award activities must contain an acknowledgment of NEH support. The acknowledgment must include the following statement: "Any views, findings, conclusions, or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of the National Endowment for the Humanities."

For more information on credits and promotion, see [Acknowledgment and Publicity Requirements for NEH Awards](#) and [Publicizing Your Project](#).

I. Additional acknowledgement of support for renovation or construction awards

If the project includes renovation or construction activities, the building or site should prominently display a plaque or other permanent sign acknowledging NEH's support. If NEH's award contributed to a broader fundraising campaign, the recipient must include NEH in any published list of donors to that campaign related to the NEH-supported project.

When appropriate, the recipient should include the term "humanities" in the names of galleries, classrooms, library rooms, and other named spaces that the recipient built or renovated with award funds. The recipient should consult with its NEH program officer about how to acknowledge NEH in a name or title.

NEH encourages the recipient to find additional ways to acknowledge NEH's support and bring the award to the public's attention.

J. Providing access to NEH-funded products

NEH strives to make the products of its awards available to the broadest possible audience by providing ready and easy access to scholars, educators, students, and the American public.

Projects that produce peer-reviewed journal articles must make these products publicly accessible in accordance with NEH's [Public Access Policy](#).

K. Protecting personal information

Recipients collecting personally identifiable information (PII) as part of a NEH-funded award are responsible for protecting and storing it. Recipients must take all reasonable and appropriate actions to prevent inadvertent disclosure, release, or loss of PII. Consult [Protecting Personal Information](#) for more guidance. NEH is not liable if the recipient incurs an inadvertent disclosure, release, loss, or data breach of PII.

IV. National Policy Requirements

The recipient must execute projects, productions, workshops, and programs in accordance with the following laws, where applicable.

A. System for Award Management

Per [2 CFR Part 25](#)—Unique Entity Identifier and System for Award Management, the recipient must maintain [SAM](#) registration with current information when it has an active federal award or an application under consideration by a federal agency. The recipient must review and update its information at least annually after initial registration, and more frequently if required by changes in information.

Effective March 27, 2023, the banking information the recipient provides to SAM must match the banking information the recipient provides to NEH on the Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF-3881). Mismatches of ACH banking information between NEH records and SAM will result in NEH rejecting the form.

Per [2 CFR § 25.300](#), recipients may only issue subawards with federal funds to organizations that have obtained and provided to the recipient a UEI. Subrecipients must obtain a UEI from SAM, but are not required to complete registration. Pass-through entities are responsible for improper payments to ineligible subrecipients.

B. Debarment and suspension

Federal agencies and recipients are prohibited from doing business with any organization or person (such as a recipient, subrecipient, contractor, or employee) who has been debarred or suspended by any federal agency, unless NEH has approved a waiver.

The guidelines contained in [2 CFR Parts 180](#) and [3369](#) apply to this award. The recipient must comply—and must require subrecipients, contractors, fellows, and seminar participants to comply—with the requirements in Subpart C of these regulations.

The recipient must ensure subrecipient and contractor compliance by checking the [Exclusions list](#) within [SAM](#) and including a term or condition in the subaward or contract that requires compliance with [2 CFR 200, Subpart C](#). The recipient must require the inclusion of a similar term or condition in any subsequent lower-tier covered transaction as defined in [13 CFR § 400.109](#).

See [2 CFR §§ 200.214](#) and [.339-.343](#).

C. Lobbying activities

The Byrd Anti-Lobbying Amendment ([31 U.S.C. § 1352](#)) prohibits recipients from using appropriated funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award. While non-federal funds may be used for such activities, they may not be included in the project budget and must be disclosed to NEH. NEH implemented these requirements in [45 CFR Part 1168](#)—New Restrictions on Lobbying. See [2 CFR § 200.450](#) for additional information regarding the lobbying prohibitions and types of activities, such as legislative liaison activities and professional and technical services, that are not subject to this prohibition.

[18 U.S.C. § 1913](#) states: "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, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31."

D. Political and social advocacy

The recipient may not use NEH funds to:

- promote a particular political, religious, or ideological point of view;
- advocate for a particular program of social or political action; or
- support specific public policies or legislation.

E. Obscene and libelous content

NEH-funded projects reach broad public audiences and must not include material that is obscene, libelous, offensive, or defamatory (including hate speech, personal attacks, or material constituting harassment). The recipient must monitor all project content, including user-generated content, comments, blog posts, links, and other social media to ensure it does not include obscene or libelous content.

F. Code of Ethics Related to Native Americans

The recipient must ensure that researchers and scholars working on NEH-funded projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples adhere to provisions protecting the rights of Native communities and peoples as detailed in the [Code of Ethics Related to Native Americans](#).

G. Employment of professional performers

Recipients that employ professional performers and related or supporting personnel under an award (including but not limited to scriptwriters, actors, extras, musicians, stage hands, scenery designers, technicians, electricians, and cinematographers) are subject to the labor standards set forth in [29 CFR Part 505](#)—Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities. Recipients must provide written assurance using [From No. ESA-38](#) that:

- these employees will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with [29 CFR § 505.3](#) to be the prevailing minimum compensation for persons employed to perform similar activities (for example, union or guild rates); and
- no part of any project or production that is financed in whole or in part under an award will be performed or engaged in under working conditions that are unsanitary, hazardous, or dangerous to the health and safety of the employee engaged in such project or production.

These regulations apply to faculty and staff employed by educational institutions only if such employees are hired primarily to engage in or to assist in performance activities. Faculty or staff hired primarily to teach are excluded even though their teaching activities may include performing or assisting in a performance.

NEH will not release award funds until it has received signed assurances from the recipient.

H. Title VI of the Civil Rights Act of 1964

Title VI, 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 ([42 U.S.C. § 2000\(d\), et seq.](#)). Title VI also extends protection to persons with limited English proficiency. NEH has

issued policy guidance for recipients and subrecipients; see [Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency](#).

I. Title IX of the Education Amendments of 1972

Title IX 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.](#)).

J. Section 504 of the Rehabilitation Act of 1973

Section 504 provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of their 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](#)).

K. The Age Discrimination Act of 1975

The Act 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.](#)).

L. Drug-free workplace requirements

The recipient must maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, [41 U.S.C. § 701](#). The recipient must comply with the drug-free workplace requirements contained at [2 CFR Part 182](#)—Government-Wide Requirements for Drug-Free Workplace (Financial Assistance) and the NEH regulations at [2 CFR Part 3373](#)—Requirements for Drug-Free Workplace (Financial Assistance).

M. The Americans with Disabilities Act of 1990 (ADA)

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, et seq.](#)).

N. Prohibition on certain telecommunications and video surveillance services or equipment

Consistent with [2 CFR § 200.216](#), the recipient and its subrecipients are prohibited from obligating or expending funds to procure, enter, extend, or renew a contract to procure equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in [P.L. 115-232, Section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

O. Activities outside the United States

Prior to undertaking activities outside the United States, the recipient must ensure that all project staff secure the necessary passports, visas, or other required documents for entry into foreign countries. The recipient must also obtain the appropriate licenses, permits, or approvals and must notify NEH if a permit is denied or revoked after an award has been issued, or if an unforeseen circumstance, such as a natural disaster or political turmoil, prevents or threatens to prevent the recipient from carrying out project activities. NEH will consider these situations on a case-by-case basis to determine whether the award should be suspended or if a revised work plan is feasible.

The recipient is responsible for arranging liability and medical insurance for staff and foreign workers engaged in project activities.

NEH does not assume responsibility for recipient compliance with the laws and regulations of the country in which work is to be conducted.

NEH encourages the recipient to register with the State Department's [Smart Traveler Enrollment Program \(STEP\)](#). STEP registrants receive the most current information and travel alerts from the U.S. embassy in the country in which they are traveling, and registration makes it easier for the embassy to contact travelers in an emergency. In addition, the recipient may find travel advisories and warnings on the [State Department's website](#) or by telephone (888-407-4747 from within the United States, +1 202-501-4444 from overseas). For specific questions regarding an emergency involving an American citizen overseas, the recipient should contact the nearest U.S. embassy or consulate or the [U.S. Department of State, Office of Overseas Citizens Services](#).

P. U.S. Constitution Day education programs

The recipient must comply with [P.L. 108-447, Section III\(b\) \(36 U.S.C. § 106\)](#), which requires educational institutions receiving federal funds in a federal fiscal year to hold an educational program on the U.S. Constitution for its students on September 17 during that year.

For more information, see [Commemorating Constitution Day](#).

Q. Executive Order 13798 ("Promoting Free Speech and Religious Liberty")

[Executive Order 13798](#), "Promoting Free Speech and Liberty," and Office of Management and Budget's, [Memorandum M-20-09](#), "Guidance Regarding Federal Grants and Executive Order 13798" provide that states and other public recipients must not condition subawards in a manner that would disadvantage applicants based on their religious character.

R. Prohibition on providing federal funds to ACORN and its subsidiaries

In accordance with [Public Law 111-88, Section 427](#), none of the funds made available under an NEH award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

S. National policy requirements specific to construction, renovation, and ground-disturbance

Recipients whose projects include direct funds for alterations and renovations, construction, or ground disturbing activities must also adhere to the following requirements.

1. Davis-Bacon Act and related labor requirements

Construction or renovation projects funded, in whole or in part, by federal funds, are subject in their entirety to the Davis-Bacon Act, as amended ([40 U.S.C. § 3141, et seq.](#)). The recipient must furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on NEH-supported construction projects will be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

Additional information is available by contacting the [U.S. Department of Labor Wage and Hour Division](#) at 1-866-487-9243 or through [this form](#).

For more information, see the [Davis-Bacon and Related Acts webpage](#).

2. Build America, Buy America

Pursuant to the Build America, Buy America Act ([P.L. 117-58, Section 70901, et seq.](#)), beginning May 14, 2022, NEH may not obligate funds for a project involving, construction, renovation, facility infrastructure (such as the [Sustaining Cultural Heritage Collections](#) programs) unless all of the iron, steel, manufactured products, and construction materials that the project uses are produced in the United States. See [2 CFR Part 184](#)—Buy America Preferences for Infrastructure Projects.

The requirements of this term must be included in all subawards, contracts, and purchase orders for work or products under this award.

3. Executive Order 11246 ("Equal Employment Opportunity")

[Executive Order 11246](#), as implemented by Department of Labor regulations at [41 CFR Part 60-1](#), prohibits discrimination in employment decisions on federally assisted construction projects on the basis of race, color, religion, sex, or national origin.

4. The Architectural Barriers Act of 1968

The [Architectural Barriers Act of 1968](#) (P.L. 90-480, as amended; [42 U.S.C. § 4151](#)), the Federal Property Management Regulations ([41 CFR § 101-19.0](#)), and the Uniform Federal Accessibility Standards issued by the General Services Administration ([41 CFR § 101-19.6, Appendix A](#)) include enforceable design standards for making facilities designed, built, altered, or leased with federal funds, accessible to, and usable by, the physically disabled.

In addition, Titles II and III of the Americans with Disabilities Act (ADA; [P.L. 101-336, as amended by P.L. 110-325](#)) include enforceable accessibility standards, called the [2010 ADA Standards for Accessible Design](#), which establish minimum criteria for accessibility in design and construction. The recipient will be responsible for conducting inspections to ensure compliance with these standards by any contractor performing construction services under the grant.

For more information about ADA and Architectural Barriers Act accessibility requirements, see the [U.S. Access Board webpage](#).

5. Section 106 of the National Historic Preservation Act of 1966

NEH-funded projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must comply with Section 106 of the National Historic Preservation Act of 1966 ([54 U.S.C. § 306108](#)) and its implementing regulations, [36 CFR Part 800—Protection of Historic Properties](#). Section 106 requires NEH to consider the effects of projects offered or awarded NEH funding on historic properties and, when applicable, to provide the Advisory Council on Historic Preservation an opportunity to comment on such projects.

The recipient cannot begin the NEH-supported project involving construction, renovation, repair, rehabilitation, or ground or visual disturbance, and NEH cannot release any federal funds, until NEH concludes its Section 106 and related National Environmental Policy Act (NEPA) ([42 U.S.C. § 4321, et seq.](#)) review and provides written notification of compliance to the recipient.

However, the recipient may use matching funds for approved non-construction preparatory activities, such as architectural and engineering designs, permitting, and licenses, and may also undertake work related to the environmental and historic preservation reviews prior to NEH completing its review. Review NEH's [Section 106](#).

6. National Environmental Policy Act of 1969 (NEPA)

In accordance with [42 U.S.C. § 4321, et seq.](#) and its implementing regulations (40 CFR Parts 1500-1508), the recipient must assist NEH with identifying the impact the award may have on the quality of the human environment; comply with NEPA and related laws; and prepare environmental assessments or other required environmental documentation, if required.

The recipient cannot begin the NEH-supported project involving construction, renovation, repair, rehabilitation, or ground or visual disturbance, and NEH cannot release any federal funds, until NEH concludes its reviews and provides written notification of compliance to the recipient.

However, the recipient may use matching funds for approved non-construction preparatory activities, such as architectural and engineering designs, permitting, and licenses, and may also undertake work related to the environmental and historic preservation reviews prior to NEH completing its review. Review NEH's [NEPA guidance](#).

7. *Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)*

NAGPRA ([25 U.S.C. § 3001, et seq.](#)) and its implementing regulation, [43 CFR Part 10](#)—Native American Graves Protection and Repatriation Regulations, provides protection of Native American graves and items, that is, human remains, funerary objects, and sacred objects. NAGPRA applies to any organization that controls or possesses Native American human remains and associated funerary objects and that receives federal funding, even for a purpose unrelated to the Act.

For more information, see the [NAGPRA website](#).

8. *Other relevant requirements*

Projects involving construction or major alteration or renovation may also be subject to the following laws:

- National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 ([42 U.S.C. § 4001, et seq.](#)), which require flood insurance, when available, for NEH-funded construction or acquisition in flood-prone areas;
- Executive Orders [11988](#), [11990](#), and [12898](#);
- Coastal Barriers Resource Act ([16 U.S.C. § 3501, et seq.](#)) concerning preservation of barrier resources;
- Wild and Scenic Rivers Act of 1968 ([16 U.S.C. § 1271, et seq.](#));
- Safe Drinking Water Act ([42 U.S.C. § 300\(f\), et seq.](#)) protecting underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source; and/or
- Applicable provisions of the Clean Air Act ([42 U.S.C. § 7401, et seq.](#)) and Clean Water Act ([33 U.S.C. § 1251, et seq.](#)), as implemented by [Executive Order 11738](#) ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans").

V. Payment, Interest, and Refunds

A. Payment

NEH awards are typically funded on an advance basis unless otherwise specified in the award. NEH issues payments via electronic funds transfer. The recipient should only draw on an as-needed basis, limiting advance payments to the minimum amount needed and timing payment requests as close as is administratively feasible to disbursements for direct costs and the proportionate share of any allowable indirect costs (i.e., no later than five business days after receiving funds from NEH). When

possible, the recipient should consolidate payment requests to cover the anticipated immediate cash needs for all its NEH awards.

Unless otherwise stated in the specific terms and conditions of the award, the recipient should refer to [Payment Requests and Financial Reporting Requirements](#) for an explanation of payment procedures.

To the extent possible, the recipient must disburse funds from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

The recipient must deposit federal funds in an insured, interest-bearing account unless one of the following conditions pertains:

- the recipient receives less than \$120,000 in federal awards per year;
- the most reasonably available interest-bearing account would not earn more than \$500 per year on the federal cash balance; or
- placing the money in such an account would entail bank service charges in excess of the interest earned.

B. Repayment of funds to NEH

The recipient must promptly return disallowed costs, undisbursed funds, and erroneous payments to NEH. The only exception to the requirement for prompt repayment is when the funds involved will be disbursed by the recipient within thirty calendar days.

For instructions on how to repay interest, see [Payment Requests and Financial Reporting Requirements](#).

C. Interest earned on advanced payments and return of excess interest

Per [2 CFR § 200.305\(i2\)](#), the recipient may retain up to \$500 per year in interest earned on advanced payments for administrative expenses. Interest earned in excess of \$500 a year must be remitted to the Department of Health and Human Services annually.

For instructions on how to repay interest, see [Payment Requests and Financial Reporting Requirements](#).

VI. Project Costs

A. Allowable costs

Recipients must determine the allowability, allocability, and reasonableness of costs under an NEH award in accordance with [2 CFR 200, Subpart E](#) and the terms and conditions of the award.

B. Pre-award costs

Per [2 CFR § 200.308\(g\)\(1\)](#), NEH waives the prior approval requirement to incur pre-award costs for a period of 90 calendar days before the period of performance start date listed on the Notice of Action. The recipient may incur obligations and expenditures during this period if such costs are necessary to conduct the project and would be allowable under the award without NEH prior approval. Expenses incurred more than 90 calendar days before the period of performance start date require prior approval from NEH.

The recipient incurs pre-award expenditures at its own risk. For example, NEH is not required to reimburse such costs if the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs. For other activities that require prior approval before the period of performance start date, the IGA must submit prior approval requests to the OGM via the "Change Requests" tab in eGMS Reach. For further information, see [Section VII](#).

C. Cost sharing

When cost share is indicated as required in the NOFO, the recipient must share the costs of project expenses at the level indicated in the approved project budget, as set forth in [2 CFR § 200.306](#). NEH does not recognize unrecovered indirect costs as an allowable source of required cost share, per [2 CFR § 200.306\(c\)](#).

D. Procurement standards

The recipient is subject to the procurement standards set forth in [2 CFR §§ 200.317-327](#).

Per [2 CFR § 200.1](#), the micro-purchase threshold set by [48 CFR Part 2, Subpart 2.1](#) is \$10,000 for procurements under grants and cooperative agreements.

The simplified acquisition threshold is found in the Federal Acquisition Regulation (FAR) at [48 CFR Subpart 2.101](#). In addition to other provisions required by NEH or the recipient, all contracts made by the recipient under the federal award must contain the provisions in [Appendix II to 2 CFR Part 200](#), as applicable.

These standards do not relieve the recipient of the responsibilities arising under its contracts. The recipient is the responsible authority, without recourse to NEH, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements made in support of an NEH award. The recipient should refer matters concerning the violation of a statute to be referred to the federal, state, or local authority that has proper jurisdiction.

E. Equipment

Per [2 CFR § 200.313](#), title to equipment acquired by a recipient or subrecipient under an NEH award vests upon acquisition in the recipient or subrecipient. The recipient must use that equipment for the originally authorized purpose and must not encumber it without NEH's approval. NEH reserves the

right to determine the disposition of the equipment when it is no longer needed for the originally authorized purpose.

The recipient must receive prior approval from OGM to purchase equipment not included in the approved project budget and must document that the purchase is necessary to carry out project activities. See [2 CFR § 200.439](#) for more information on the allowability of equipment costs.

In addition, the recipient must report equipment purchased with NEH funds on the Tangible Personal Property Report (SF-428) within 120 calendar days after the end date of the period of performance.

See the [Build America, Buy America term](#), which supersedes [2 CFR § 200.322 \(85 F.R. 49506\)](#).

F. Supplies

Per 2 CFR §§ 200.314, title to supplies vests upon acquisition in the recipient. If there are unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance and the supplies are not needed for any other federal award, the recipient may retain or sell them. In either case, the recipient must compensate the federal government for its share. For more information on the allowability of supplies costs, see [2 CFR § 200.453](#).

G. Travel costs

Per [2 CFR § 200.475](#), travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the recipient or subrecipient. Travel costs may be charged on an actual basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days. Travel costs must be consistent with those normally allowed in like circumstances in the recipient's or subrecipient's non-federally funded activities and must be in accordance with the recipient's or subrecipient's written travel reimbursement policies.

Recipients are responsible for any costs associated with cancelations of non-refundable travel costs.

Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

- require circuitous routing;
- require travel during unreasonable hours;
- excessively prolong travel;
- result in additional costs that would offset the transportation savings; or
- offer accommodations not reasonably adequate for the traveler's medical needs.

Air travel that is paid in whole or in part with NEH funds must be undertaken on U.S. flag air carriers, unless one or more of the situations described under foreign travel, below, apply.

1. Foreign travel

Foreign travel is any travel outside the United States and its jurisdictions.

Unless specifically mentioned otherwise, NEH's approval of a project budget includes approval of all foreign travel contained therein. Foreign travel that is not included in the approved budget requires NEH prior approval.

In accordance with the Fly America Act ([49 U.S.C. § 40118](#)), all air transportation of persons or property that is paid in whole or in part with NEH funds must be performed on a U.S. flag air carrier. Regulations regarding the Fly America Act are available at [41 CFR §§ 301-10.131-.143](#).

The use of a foreign air carrier would be permissible in the following circumstances:

- when a U.S. air carrier is not available;
- when using a U.S. carrier service would extend the travel time by 24 hours or more;
- when a U.S. carrier does not offer a nonstop or direct flight between origin and destination, and using a U.S. carrier:
 - increases the number of aircraft changes outside the United States by two or more;
 - extends travel time by six hours or more; or
 - requires a connecting time of four hours or more at an overseas interchange point.
- when the flight time from origin to destination is less than three hours and using a U.S. flag carrier doubles the flight time; or
- when there is an applicable [Open Skies Agreement](#) in effect that meets the requirements of the Fly America Act. A foreign flag carrier may be used if an air transportation agreement exists between the U.S. and a foreign government. Recipients must check with the foreign flag carrier to ensure it is covered by the Open Skies Agreement.

Lower cost, convenience, or traveler preference are NOT acceptable reasons for using a foreign air carrier. Crossing the U.S. border to use a foreign airline to avoid being subject to Fly America Act is not permitted.

Documenting exceptions

To document a Fly America exception or waiver, including under an Open Sky Agreement, the recipient must retain the following information:

1. a completed and signed internal agency Fly America exception form;
2. a detailed travel itinerary from a travel agent or online travel service (i.e., Sanditz, Travelocity, Orbitz, or Expedia); and
3. the search results performed at the time of booking from an online travel service that document all available flights and the existence of the Fly America exception identified on the Fly America exception form, if applicable.

2. Hotel and motel fire safety

The recipient must hold federally funded meetings and conferences in properties that comply with the Hotel and Motel Fire Safety Act of 1990 ([P.L. 101-391](#)). Consult the U.S. Fire Administration's [National Master List](#) for a list of fire code-compliant hotels.

H. Food and alcohol

The recipient must obtain prior approval from NEH to expend federal funds on food, beverages, and snacks at meetings, conferences, workshops, and outreach events, unless OGM authorizes such costs in the approved work plan and budget.

Refer to NEH's policy on the [Allowability of Food Costs on NEH Awards](#), which outlines the circumstances under which NEH award funds may be used to provide food, the requirements needed to authorize those costs, and any restrictions that would apply.

Per [2 CFR § 200.423](#), the cost of alcoholic beverages is unallowable.

I. Dependent care

1. Dependent care for participants of NEH-funded conferences

Per [2 CFR § 200.432](#), the recipient may use federal funds to identify, publicize, and provide locally available dependent care resources for participants of NEH-funded conferences (including meetings, retreats, seminars, symposia, workshops, or events whose primary purpose is the dissemination of technical information). NEH encourages recipients to consider offering dependent care services at conferences to facilitate the broadest possible participation; however, recipients must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed in a manner to minimize costs to the award.

NEH funds may not be used to provide participant travel costs related to dependent care.

OGM may make exceptions for programs that include Indian tribes, children, and the elderly on a case-by-case basis.

2. Dependent care for recipient employees in travel status

Per [2 CFR § 200.475\(c\)\(1\)](#), the recipient may use federal funds to pay for temporary dependent care (above and beyond regular dependent care) for employees of the recipient who are in travel status, provided:

- the costs result directly from the individual's NEH-funded travel to a conference;
- the costs are consistent with the recipient's or subrecipient's established written policy for all official travel; and
- the costs are only during the travel period.

J. Indirect costs

The recipient must treat costs consistently as either direct or indirect costs to avoid double-charging the award. Indirect costs are computed by applying a federally negotiated indirect cost rate to a distribution base (usually the modified total direct costs of the project) or by applying a de minimis rate.

Prior to award, NEH will accept a recipient's valid negotiated and provisional indirect cost rates in accordance with [2 CFR § 200.414\(c\)](#). A valid agreement is a provisional, predetermined, fixed, or final rate which has been authorized by a cognizant agency and for which the effective period has not expired. NEH will not include indirect costs on an award in which a negotiated or provisional indirect cost is not in effect at the time of award. NEH will also accept the de minimis rate.

NEH does not reimburse indirect costs under the following types of awards:

- construction;
- endowments; or
- awards to individuals, federal agencies, or state or jurisdictional humanities councils for general operating support awards.

1. Appropriate rate type

OGM reviews negotiated indirect cost rate agreements (NICRA) to ensure the recipient applies the most appropriate rate. Many institutions negotiate multiple rates—for example, "research," "instruction," and "other sponsored activities." An institution's "research" rate is rarely the appropriate rate for inclusion in NEH project budgets, since it is reserved for projects involving scientific research, not scholarly inquiry of the type most often supported by NEH.

2. Negotiated rates

Except as provided in [2 CFR § 200.414\(c\)\(1\)](#), NEH will use the negotiated rates in effect at the time of the initial award throughout the entire period of performance. Award levels will not be adjusted in future years as a result of changes in negotiated rates. "Negotiated rates" include final, fixed, and predetermined rates and exclude provisional rates. If negotiated or provisional rate agreements do not extend through the life of the NEH award at the time of the initial award, then the final, fixed, or predetermined negotiated rate for the last year of the NEH award will be extended through the end of the period of performance.

3. Provisional rate

Except as provided in [2 CFR § 200.414](#), when a recipient does not have a negotiated rate with the federal government at the time of an award, the provisional rate used must be adjusted once a rate is negotiated and approved by the cognizant agency for indirect costs. NEH does not anticipate an increase in the award to cover additional costs resulting from the negotiation of an indirect cost rate greater than the rate proposed in the budget; however, the negotiation of a lower rate may result in a reduction of the award.

4. De minimis rate

Except for organizations defined in [Appendix VII to 2 CFR Part 200\(D\)\(1\)](#), recipients without a current negotiated or provisional rate may elect to charge a de minimis rate of 15 percent of modified total direct costs which may be used indefinitely. See [2 CFR 200.414\(f\)](#). If chosen, this methodology must be

used consistently for all federal awards until such a time when the recipient chooses to negotiate for a rate, which the entity may do so at any time.

VII. Project Changes: Prior Approval Requirements

Once NEH approves the budget submitted with the application, there are certain changes that require prior approval from NEH. These requirements are found at [2 CFR § 200.308\(f\)](#), and per [.308\(f\)\(4\)](#), recipients must seek prior approval in accordance with [2 CFR Part 200, Subpart E](#) as applicable. This requirement flows down to subrecipients. Circumstances requiring prior approval include:

- change in the scope or the objective of the project (even if there is no associated budget revision requiring prior written approval);
- change in the PD, IGA, or any key person specified in the Notice of Action;
- the approved PD or co-director disengaging from the project for more than three months or reducing their time devoted to the project by 25% or more;
- including costs that require prior approval in accordance with [2 CFR § 200.407](#);
- transferring funds budgeted for participant support costs to other categories of expense, as defined in [2 CFR § 200.1](#);
- subaward activities not proposed in the application and approved in the federal award (however, a change in subrecipient does not require prior approval unless the inclusion was a determining factor in the merit review or eligibility process; this requirement does not apply to procurement transactions for goods or services);
- changes in the approved required cost sharing or matching provided by the recipient;
- requesting supplemental NEH funds to complete the project;
- a no-cost extension of the period of performance for more than a 12-month period, or for multiple extensions other than one-time extension ([Section VII](#));
- extensions to the 120-day liquidation period;
- ground-disturbing activities such as archaeology, landscaping, and the addition of signage;
- cumulative changes that exceed the lesser of 25% of total project costs or \$150,000;
- adding costs not included in the approved budget (including equipment); or
- adding costs specifically disallowed by the by the Notice of Funding Opportunity or the terms and conditions of the award.

NEH has waived prior approval requirements for items noted in [2 CFR § 200.308\(g\)](#):

- pre-award costs incurred 90 calendar days before the award start date (see [Section VI](#)); and
- a one-time extension to the period of performance for a period of no more than 12 months.

The IGA must submit prior approval requests through the Change Requests tab in eGMS Reach. OGM will review the request and notify the recipient within 30 calendar days whether it has been approved. If the revision is still under consideration at the end of 30 calendar days, OGM will inform the recipient in writing of the date by which it may expect a decision.

A. No-cost extensions to the period of performance

1. *First no-cost extension*

If the recipient requires additional time to complete the original scope of the project, NEH delegates to the recipient the authority to approve a one-time extension of the end date of the period of performance established in the initial Notice of Action. NEH will not award additional funds, and the extension cannot exceed 12 months.

The IGA must notify OGM of the new end date using the Change Requests tab in eGMS Reach at least 10 calendar days before the end date of the original period of performance, per [2 CFR § 200.308\(g\)\(2\)](#). The notification must include a justification for the extension. **The recipient may not exercise its authority to extend an award for the sole purpose of expending the unobligated balance of award funds.**

NEH does not delegate authority to the recipient to approve a one-time extension for awards with a matching requirement that has not been met without prior approval from OGM.

2. *Subsequent no-cost extensions*

If the recipient wishes to extend an award for more than a 12-month period or determines that subsequent extensions are necessary, the IGA must submit a prior approval request to OGM through the *Change Requests* tab in eGMS Reach at least 10 calendar days prior to the end date of the period of performance. The request must include a detailed justification for the extension, an estimate of the unexpended award funds, and a detailed work plan for activities that will be undertaken during the requested extension.

B. Changes in key personnel

The replacement of the PD or IGA, or other key personnel identified in the Notice of Action, or a substantial reduction in those individuals' level of effort (for example, an unanticipated absence for more than three months or a 25% reduction in the time devoted to the project) require prior written approval from OGM.

The IGA must submit requests for approval of changes in key personnel through the *Change Requests* tab in eGMS Reach. The request must include a justification, related timing of the change, budget revisions resulting from the proposed change, and evidence of the qualifications for replacement personnel (such as a résumé).

At its discretion, NEH may suspend award activities until the recipient has identified, and NEH has approved, a qualified project director or other key personnel.

C. Changes in project scope

The recipient must carry out the project consistent with the scope approved by NEH. The scope of a project encompasses the purpose for which the award is undertaken, its subject matter, the treatment of the subject matter, the historical timeframe of the project, the volume of material that

will be studied/treated, and the products that are expected to result from award activities. The recipient may not make changes to the scope of the project without written approval from OGM.

The IGA must submit requests for a change in the scope of an award to OGM through the *Change Requests* tab in eGMS Reach. The request must include a justification for and the related timing of the change, as well as budget revisions resulting from the proposed change.

VIII. Reporting Requirements

Per [2 CFR §§ 200.328-329](#), the recipient must submit financial and performance reports no less than annually. Information on specific reports and when they are due are identified in the "Forms and Reports" tab in eGMS Reach. The "Report Schedule" document is located in the "Documents" tab.

The recipient must submit reports electronically via eGMS Reach unless otherwise instructed. Failure to submit required reports may result in NEH pursuing an enforcement action such as payment restrictions, suspension or termination of the award, suspension of action on pending applications and awards, or a report to [SAM](#).

The recipient must submit a final performance report and a final [FFR](#) to OGM within 120 days after the period of performance end date. The FFR must be completed in eGMS Reach (the recipient may not upload a completed PDF). All information must be accurate, complete, and consistent with the recipient's accounting records.

In some cases, the recipient may need to revise or amend a previously submitted FFR. When the revision results in a balance due to NEH, the recipient must submit a revised FFR when the overcharge is discovered, no matter how much time has lapsed since the original due date of the report. See [OMB Circular A-129](#) and [2 CFR §§ 200.345-346](#) for requirements regarding unreturned amounts that become delinquent debts. The recipient should explain in the FFR "Remarks" section why the revision is necessary and describe corrective actions to prevent similar situations in the future. If an adjustment needs to be made, NEH will advise the recipient.

For more information, see [Payment Requests and Financial Reporting Requirements](#).

IX. Award Closeout

Recipients may obligate funds any time during the period of performance, provided that all obligations are liquidated within 120 days (for subrecipients, 90 days) after the conclusion of the period of performance. Prior approval is required to extend the liquidation period beyond 120 days. NEH will extend the liquidation period only in limited circumstances. See [Section VII](#).

Upon receipt of all final reports by stated due dates, NEH will proceed with closeout. Regardless of compliance with reporting requirements, NEH will commence closeout with information available 120 days after the period of performance end date.

Per [2 CFR § 200.345](#), closeout of an award does not cancel requirements for property accountability, record retention, or financial accountability. Following closeout, the recipient is still required to return funds due as a result of later refunds, corrections, or other transactions. The federal government may recover funds based on the results of an audit.

Per [2 CFR § 200.344\(h\)](#), NEH must close out an award within one year of the conclusion of the period of performance. Failure to submit final reports within 120 days after the conclusion of the period of performance may result in delayed payments, suspension of action on pending applications and awards, and/or a report to [SAM](#). Federal agencies may also pursue other enforcement actions as appropriate. See [2 CFR § 200.339](#).

A. Program income

Program income is gross income that a recipient earns or receives during the period of performance from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights.

Program income does not include rebates, credits, discounts, or interest earned on any of them.

Recipients may deduct the costs incidental to the generation of program income, if these are not already charged to the award or subaward.

See [2 CFR § 200.307](#).

1. *Income earned during the period of performance*

Per [2 CFR § 200.307\(b\)](#), NEH will specify one of the following approaches for the disposition of program income directly generated by or earned as a result of the NEH award:

- Addition (NEH default): The recipient may add program income to the existing project cost to cover allowable project costs.
- Deduction: The recipient must use program income to finance the federal share of the project costs, which would result in an equivalent reduction in the amount of the NEH award.
- Cost sharing or matching: The recipient may use program income to meet the cost sharing or matching requirement of the NEH award.

Unless identified in the award-specific terms and conditions, the recipient must use the addition method.

2. *Income earned after the period of performance*

In accordance with [2 CFR § 200.307\(c\)](#), when NEH funding amounts to \$50,000 or more and total program income earned after the period of performance exceeds \$50,000, NEH reserves the right to make a claim to or restrict the use of the federal share of income earned during the seven years following the period of performance.

Even if NEH does not specifically require the submission of program income reports after the period of performance, the recipient must submit a report as soon as the cumulative program income earned during the seven years after the period of performance exceeds \$50,000.

In reporting program income earned after the period of performance, the recipient must indicate the amount and sources of the gross income and the percentage of funding provided to the project by NEH. The federal share of program income will be determined by (1) deducting the first \$50,000 in gross income from total gross income, (2) deducting 5% of the balance of gross income to cover possible recipient costs, and (3) multiplying the balance of gross income by half the percentage of funding provided to the project by NEH. For example, if an NEH award of \$250,000 covered 60% of a project's total costs and the project earned \$200,000 in program income during the seven-year reporting period, the federal share of that income would be \$42,750 (\$200,000 minus \$50,000 minus 5% and multiplied by 30%). Once the federal share of income equals the amount of funding provided by NEH, NEH's claim to additional income will be reduced by half.

If the recipient must return program income to NEH, it should email the Office of Accounting at accounting@neh.gov to make arrangements.

B. Closeout costs

Per [2 CFR § 200.472\(b\)](#), administrative costs associated with the closeout activities of a federal award are allowable. The recipient may charge the federal award during the closeout for necessary administrative costs (e.g., salaries of personnel preparing final reports, publication and printing costs, costs associated with the disposition of equipment and property, and related indirect costs). These costs may be incurred until the due date of the final report(s) and must be liquidated prior to the due date of the final report(s).

X. Audits and Record Retention

A. Financial management standards

The recipient's financial management systems must meet the requirements set forth in [2 CFR § 200.302](#).

The recipient must ensure that all award funds are obligated during the period of performance and all obligations are drawn down and are paid (i.e., liquidated) no later than 120 calendar days after the period of performance end date (i.e., the liquidation period).

B. Audit requirements

Recipients and their subrecipients are subject to the requirements of the Single Audit Act Amendments of 1996 ([31 U.S.C. §§ 7501-7507](#)) as implemented by [2 CFR Part 200, Subpart F](#). Recipients and subrecipients expending \$1,000,000 or more in federal funds from all sources during their fiscal year are subject to the Single Audit, also known as a Subpart F audit.

The Single Audit includes the entity's financial statements and federal awards. Federal awards included in the required "schedule of expenditure of federal awards" are identified by their Federal Assistance Listing number.

C. Record retention

The recipient must retain financial records, supporting documentation, statistical records, and all other records pertinent to the NEH award for three years from the date of submission of the final FFR. When the conditions of an award require the recipient to report program income, the recipient must retain pertinent records for three years from the date of submission of the last required income report. The recipient must retain records for real property and equipment acquired with NEH funds for three years after final disposition.

See [2 CFR § 200.334](#) for additional record retention requirements.

XI. Rights

A. Title to equipment and real property

Conditional title to equipment and real property acquired with NEH funds belongs to the recipient or subrecipient. See [2 CFR § 200.313](#) for additional information regarding the title, use, management requirements, and disposition of equipment purchased with NEH funds. See [2 CFR § 200.311](#) for such information about real property.

B. Intangible property

Title to intangible property acquired under the award belongs to the recipient or subrecipient. The recipient must use that property for the originally authorized purpose and may not encumber the property without NEH's approval. NEH reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

C. Copyright information

Consistent with [2 CFR § 200.315\(b\)](#), the recipient may copyright any work that is subject to copyright and that was developed, or for which ownership was acquired, under the award. NEH reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

This includes the right to require recipients and subrecipients to make such works available according to [Public Access at NEH](#).

XII. Data Collection and Dissemination

A. Data collection

The recipient is responsible for data collection activities performed under an award. NEH's support of the project does not constitute approval of the survey design, questionnaire content, or data

collection procedures. The recipient must not represent to respondents that such data are being collected for, or in association with, NEH or any other government agency without the specific written approval of the data collection plan or device by NEH. This requirement is not intended to preclude mention of NEH support of the project in response to an inquiry or the acknowledgment of such support in any publication of this data.

As required by Coordination of Geographic Information and Related Spatial Data ([OMB Circular A-16](#) and [Executive Order 12906](#)), recipients whose projects include the development, acquisition, preservation, or enhancement of geospatial data, products, or services, must conduct a due diligence search of the list of datasets housed at [Data.gov](#) to determine whether the needed geospatial-related data, products, or services already exist. If not, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable [Federal Geographic Data Committee](#) guidance.

The federal government has the right to obtain, reproduce, publish, or otherwise use data first produced under an award and authorize others to do so for government purposes.

B. Dissemination of project results

The recipient should publish or otherwise make publicly available the results of work conducted under an award. Projects that produce peer-reviewed journal articles must make the products publicly accessible in accordance with NEH's [Public Access Policy](#).

Unless otherwise specified in the award documents, the recipient must forward two copies of any published material resulting from award activities to the appropriate NEH program officer as soon as it becomes available. This material should be labeled with the identifying NEH federal award identification number (FAIN).

Publication and distribution agreements must include provisions giving the government a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the material for federal purposes and requiring the acknowledgment of NEH support. The publication shall also include the disclaimer contained in [Section II](#) of these *General Terms and Conditions*.

Consult [Acknowledgment and Publicity Requirements for NEH Awards](#) and [Publicizing Your Project](#) for guidance on credits and promotion.

XIII. Suspension, Termination, and Appeal

A. Suspension and termination

NEH may suspend or terminate an award in whole or in part if:

- a recipient materially fails to comply with the terms and conditions of an award;
- an award no longer effectuates the agency's needs and priorities;
- a recipient violates NEH's [Research Misconduct Policy](#);

- a recipient or subrecipient is in violation of the requirement in paragraph (g) of Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA) as amended ([22 U.S.C. § 7104\(g\)](#)). NEH may also terminate an award in accordance with [2 CFR Part 175](#)—Award Term for Trafficking in Persons;
- NEH has other reasonable cause.

NEH and the recipient may mutually determine that the award should be terminated, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the project to be terminated.

The recipient may also voluntarily surrender the award by providing NEH with written notification explaining the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the project to be terminated. However, if NEH determines that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety either unilaterally or with the consent of the recipient.

Generally, NEH will terminate an award only after notifying the recipient of the deficiency and giving the recipient sufficient time to correct it; however, this does not preclude immediate suspension or termination when such action is required to protect the interests of the federal government.

In the event that NEH suspends an award and the recipient does not take corrective action within 90 days of the date of suspension, NEH may issue a notice of termination. NEH will not allow costs incurred during the suspension period or after the effective date of termination, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of NEH, could not have been reasonably avoided ([2 CFR § 200.472](#)).

Within 30 calendar days of the termination date, the recipient must provide to NEH a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the termination, and a separate accounting and justification for any costs that may have been incurred after the termination date.

B. Termination appeal procedures

A recipient may appeal NEH's notice of termination. The IGA must submit the request through eGMS Reach no later than 30 calendar days after the date of the termination notice and should address it to the Senior Deputy Chairman, National Endowment for the Humanities.

If appealing, the recipient must provide a full statement of its position, the pertinent facts, and reasons that support its position. OGM will promptly acknowledge the request and forward it to the NEH Senior Deputy Chair, who will consult with the program office, OGM, and the Office of General Counsel.

Pending resolution, the notice of termination will remain in effect.

OGM will send the recipient a Notice of Action with the Senior Deputy Chair's final administrative decision through eGMS Reach. The final administrative decision cannot be appealed.

XIV. Reporting Misconduct, Fraud, Waste, and Abuse

A. Research misconduct

Research misconduct is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research or in reporting research results.

The recipient is responsible for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with its own institution.

In accordance with NEH's [Research Misconduct Policy](#), NEH may proceed with its own inquiry or investigation into research misconduct at any time. However, in most cases, NEH's OIG will refer an allegation to the recipient and will rely on them to make the initial response. NEH may elect not to defer to the recipient in various circumstances, for example when:

- NEH determines that the recipient is not prepared to handle the allegation in a manner consistent with this policy;
- NEH involvement is needed to protect the public interest; or
- the allegation involves an entity of sufficiently small size that it cannot reasonably conduct the investigation itself.

If the recipient is the first to become aware of an allegation that meets the definition of research misconduct, the recipient must notify NEH if it determines that there is sufficient evidence to proceed to an investigation.

At any time during an inquiry or investigation, the recipient must immediately notify NEH's OIG if:

- NEH resources or interests are threatened;
- public health or safety is at risk;
- research activities should be suspended;
- there is reasonable indication of possible violations of civil or criminal law;
- federal action is required to protect the interests of those involved in the investigation;
- the recipient believes the inquiry or investigation may be made public prematurely and that appropriate steps need be taken to safeguard evidence and protect the rights of those involved; and/or
- the research community or public should be informed.

NEH will make a finding of misconduct and act on such a finding only after careful inquiry and investigation by a recipient, another federal agency, or NEH. In the event of a finding of research misconduct, NEH may, in its discretion, take any of the following administrative actions:

- instruct the participant in correcting the research record;
- issue letters of reprimand to the recipient;
- impose special certification or assurance requirements to ensure compliance with applicable regulations or terms of an award;
- suspend or terminate an active award; or

- suspend or debar individual(s) involved or the recipient in accordance with applicable NEH and governmentwide rules on suspension and debarment ([Section XIII](#)). NEH will make suspensions and debarments publicly available through [SAM](#).

If NEH's OIG believes that criminal or civil fraud violations may have occurred, it will promptly notify the Department of Justice.

B. Mandatory disclosures: fraud, waste, and abuse

Per [2 CFR § 200.113](#), the recipient and its subrecipients must disclose, in a timely manner and in writing to NEH or the pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. For recipients receiving more than \$10,000,000 in federal funds from active grants, cooperative agreements, and procurement contracts, must report certain civil, criminal, or administrative proceedings to [SAM](#), in accordance with [Appendix XII to 2 CFR Part 200](#). Failure to make required disclosures can result in any of the noncompliance remedies described in [2 CFR § 200.339](#).

Written disclosures should be sent to NEH's OIG:

Office of Inspector General
National Endowment for the Humanities
400 7th Street, SW
Washington, DC 20506

Recipients may also contact the OIG through e-mail (oig@neh.gov), by phone (1 (877) 786-7598), or through the [OIG Hotline Form](#).