



FY2024 Nevada Humanities Major Project Grant Agreement

Grant Number: 2024-15MP

Organization Name: City of Reno Arts and Culture Department

Award Amount: \$ 5,625.00

In accepting this Nevada Humanities grant, the grantee:

- a) Agrees to the grant provisions, procedures, and legal requirements outlined in this document. The grant provisions, procedures, and legal requirements described on the following pages are binding for all recipients of funding from Nevada Humanities and apply to all Nevada Humanities grants awarded from November 1, 2023, until the date of subsequent revisions.
- b) Agrees not to seek or receive additional Federal funds for the same expenditures incurred in connection with this grant.
- c) Agrees to spend grant funds only on Federally allowable expenses occurring within the grant award period from **November 1, 2023 - October 31, 2024.**

Nevada Humanities shall not be liable for any costs incurred by the grantee which do not conform with the terms of this agreement.

1. Modifications

Changes may not be made in the subject or proposed activities and products of the grant without prior written approval from Nevada Humanities. All requests for changes in scope or objectives should be submitted in writing to Nevada Humanities' Executive Director. Requests for approval for any changes to your grant must be submitted through your account in Foundant, Nevada Humanities online grant management system.

Changes in key personnel (those persons specifically named in the approved application), or substantial changes in their level of involvement in the project, also require written approval. Requests for approval for any changes, including changes in personnel, must be submitted through your account in Foundant, Nevada Humanities online grant management system.

The project budget is the schedule of anticipated expenditures as approved by Nevada Humanities. Changes in the budget, which introduce or eliminate categories of expenditure or change the scope of the project, must have prior approval. Payments to project coordinators and program participants may

not exceed the amount approved in the funded proposal.

Requests for approval for any changes, including budget amendments, must be submitted through your account in Foundant, Nevada Humanities online grant management system.

Only the Chief Executive Officer of Nevada Humanities or the Chair of the Nevada Humanities' Board of Trustees are authorized to modify any of the terms of this grant award on behalf of Nevada Humanities.

2. Limitations for the Use of Grant Funds

Grant funds must be expended only for the purposes and activities set forth in the original approved budget. Any major deviation from approved expenditures requires authorization from Nevada Humanities' Executive Director. The sum of line item adjustments may not increase the total grant awarded. Any expenditure or commitments beyond the limit of funds granted will in no case be honored, and if undertaken are entirely at the risk of the grantee.

The grantee agrees to spend grant funds only on Federally allowable expenses occurring within the grant award Period of Performance from November 1, 2023 - October 31, 2024. Obligations outstanding as of the official termination date shall be liquidated within 90 days. Any grant funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Nevada Humanities.

Costs incurred prior to the effective date of the contact agreement, whether or not they would have been allowable if incurred after such date, are unallowable unless specifically set forth and identified in the grant agreement.

All grant funds, or properties acquired with grant funds, which are determined after audit to have been improperly applied, must be returned to Nevada Humanities.

3. Cost Sharing/Matching Requirements

Grantees are required to share in project expenses at the level indicated in the approved budget. Cost sharing can include both cash match and in-kind contributions. Cost sharing may include cash match by the grantee or in-kind match provided by third party persons or organizations. Cash contributions are cash outlays or purchases from the grantee's own funds or cash donation to the project from individuals or other organizations (i.e. third parties). In-kind contributions are non-cash donations made to the project by third parties. The following are potential sources of matching contributions:

Personnel

The paid time of personnel employed by the sponsoring agency with time spent on grant activities is considered a cash match. The unpaid time of volunteers spent on grant activities is an in-kind contribution. The value of volunteer time should be computed at the normal hourly wage paid in the community for the service rendered. Any reduction in normal fees by a keynote speaker or program participant may be considered an in-kind match.

Supplies

Any consumable supplies provided by the grantee for purposes of the grant project that are not paid for with grant funds (film, tape, office supplies, postage, etc.) constitute a cash match; donated supplies are an in-kind match.

Equipment

The use of office machines, projectors, etc., can also be a source of in-kind or cash match, depending on whether the equipment is provided by the grantee or by a third party. The value should be based on the cost of renting that equipment, and only for use directly related to activities funded by the grant.

Travel

Unreimbursed travel expenses are an in-kind match. Travel expenses reimbursed by the grantee and not charged to the grant are a cash match.

Facilities

Office space, meeting rooms, or other services provided and not listed above may also be sources of in-kind match.

Indirect Costs

If a grantee has a federally negotiated rate for indirect costs, this may be listed as a part of the grantee's cash match.

Media

All public service advertising or news coverage in print may be counted as in-kind match at the rate charged for commercial advertising by the publication in which they appear. Nevada Humanities will accept a flat rate of \$50 per column inch for "community calendar" notices in newspaper and newsletters. Radio and television airtime should be valued at the rate charged for commercial advertising. Ask the station to provide you with an estimate of the number of times a PSA was aired. Multiply the length of the PSA by the estimated number of times broadcast, by commercial value of the airtime. Keep a list of radio and TV stations that have broadcast interviews with key personnel or scholars, so that these can be counted as an in-kind match.

Food Costs

The cost of refreshments served at meetings or programs may be counted as either cash or in-kind match, depending on whether they are donated by third parties or purchased by the grantee.

4. Acknowledgment of Support

Recipients of Nevada Humanities grant funds **must** acknowledge **Nevada Humanities** and the **National Endowment for the Humanities** as donors during the tenure of the grant in all printed and electronic materials, including advertisements and publicity materials, broadcasts, publications, and whenever

written or verbal presentations are made.

Nevada Humanities logos, brand and logo guidelines, and press release copy can be found at <https://www.nevadahumanities.org/project-grants>.

Consult the Acknowledgment and Publicity Requirements for NEH Awards page on the National Endowment for the Humanities website for additional guidance on credits and promotion, located at <https://www.neh.gov/grants/manage/acknowledgment-and-publicity-requirements-neh-awards>.

NEH Brand materials can be found at <https://www.neh.gov/brand-materials>.

Below is an example of the logos and language for acknowledging Nevada Humanities and the National Endowment for the Humanities (NEH):



This program is funded in part with support from Nevada Humanities and the National Endowment for the Humanities.

5. Copyright

The grantee may copyright any books, publications, films, or other copyrightable materials developed with grant funds. However, the United States government, the National Endowment for the Humanities, and Nevada Humanities retain royalty free, irrevocable, world-wide, non-exclusive license to use and authorize others to use such materials for non-profit, educational purposes.

6. Publications and Media Productions

At least two copies of any published materials resulting from grant activities should be forwarded to Nevada Humanities' Reno office. At least two copies of all media products resulting from the project shall be given to Nevada Humanities for its archives and library.

7. Termination of Grants

If Nevada Humanities determines that the grantee has failed to comply with the terms and conditions of the grant agreement, Nevada Humanities may terminate the grant for cause. A grant may also be terminated by mutual consent of Nevada Humanities and the grantee or at the grantee's request. If your grant is terminated by Nevada Humanities:

- a) You will be provided with 30 days written notice of termination and will be consulted about the intended termination by Nevada Humanities. This termination will not affect any commitments you have made prior to the date of termination. If there is disagreement as to when these

commitments were made, the judgment of Nevada Humanities will prevail.

- b) You must furnish Nevada Humanities with an itemized accounting of funds spent, owed, and left over in your grant within 60 days of the termination date.
- c) You must return any money that is left over from your grant within 30 days to Nevada Humanities.

8. Final Report

On or before January 31, 2025 (see Addendum I, Federal Award Identification, #5), and via the template provided in Nevada Humanities' Foundant Grant Management System, award recipient is to furnish to Nevada Humanities a final report that reflects activities during the grant **Period of Performance November 1, 2023 - October 31, 2024** contains:

- a) Project Evaluation: description of what your project was and what it accomplished; description of the project's humanities scholars and the nature of their involvement in the project; number of unique scholars involved in the project; primary and secondary audience served by the project; description of your communication strategies; description of your evaluation strategies; and your project's impact.
- b) Project Activities Data: complete list of all project activities including dates, titles, locations, URL links; number of "live" or in-person events; number of "non-live" events; number of attendees for "live" or in-person events; number of audience members for "non-live" events; number of events that took place in each of the four Nevada congressional districts; number of audience members in congressional districts in which events took place; project activity types; noting activities that align with NEH priorities; sharing your project's promotional materials.
- c) A brief summary of how Nevada Humanities grant funds were spent.
- d) Cost share leveraged by the funds awarded. Nevada Humanities grants are matching grants and require applicants to match awarded funds at a minimum of 1:1.
- e) If your organization was chosen for a Desk Audit, you must include supporting materials in the form of receipts, invoices, and/or other documentation that demonstrates the expenditure of those funds.
- f) A description of how Nevada Humanities and the National Endowment for the Humanities were credited for their support of the organization.
- g) Certification that the organization did not seek or receive additional Federal funds for the same expenditures incurred in connection with this grant.
- h) Certification of compliance with federal regulations governing the expenditure and use of federal funds.

Failure to provide a complete final report may disqualify the award recipient from accessing future grant opportunities and other Nevada Humanities programs and services.

Optional Letters to Public Officials

If you choose, we encourage you to write letters from your organization to Nevada's U.S. representatives and U.S. senators thanking them for supporting public funding to Nevada Humanities

and your organization. These letters help raise awareness about your work and we hear frequently from public officials and their staff members about how much they love hearing from their constituents. Please note that we are requesting that you provide messages of gratitude; we are not requesting that you lobby or advocate for a particular political stance, for any ideology, or in support of specific legislation.

9. Indemnification

As part of the terms of this contract, the grantee agrees to hold Nevada Humanities, the National Endowment for the Humanities, and their employees and agents harmless. The grantee also agrees to defend and indemnify Nevada Humanities, the National Endowment for the Humanities, and its employees and agents against all claims, actions, liability, damage, loss, and expense, including attorney fees, in any matter arising (or alleged to have arisen) from acts or omission by you, the grantee, your employees, agents, and sub- contractors in connection with the grant.

To protect your interests, Nevada Humanities strongly recommends that you develop written agreements whenever services or goods are to be provided to you by others.

10. Doing Business with Debarred and Suspended Parties

Award recipients are prohibited from doing business with any organization or person if they have been debarred or suspended by any Federal department or agency. The OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement) contained in 2 CFR part 180 and the National Endowment for the Humanities regulations contained in 2 CFR part 3369 apply to this award. Award recipients are required to ensure compliance by checking the Exclusions area within the Performance Information functional area of SAM.gov (formerly the Excluded Parties List System or EPLS) and complying with Subpart C of these regulations. Award recipients are responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction.

11. SAM Unique Entity Identification Number (UEI)

All grantees must maintain an active and current SAM Unique Entity ID number during the duration of the grant period. The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.

12. Federal Award Identification

Unless otherwise noted, this award is considered a subaward of federal money granted to Nevada Humanities by the National Endowment for the Humanities. Grants awarded by Nevada Humanities are funded by the National Endowment for the Humanities described in the Catalog of Federal Domestic Assistance, section 45.129. NEH Federal Grant/Source of Funds: SO-289863-23. Please refer to Addendum I for Federally mandated awards identifying information.

13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards Contained in 2 CFR part 200 apply to Award Recipients

All Nevada Humanities award recipients are required to be compliant in their use of grant funds with the U.S. Office of Office of Management and Budget Uniform Guidance, 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, and 230, as set forth in the administrative requirement that apply to subawardees in NEH's General Terms and Conditions for General Support Grants to State Humanities Councils. For more information visit: <https://www.neh.gov/general-terms-and-conditions-general-support-grants-state-humanities-councils-after-dec-2014>. If you have questions, you may contact Bobbie Ann Howell, Nevada Humanities Program Manager. She may be reached at grants@nevadahumanities.org or at 702-800-4670.

Funds from this award of subawarded Federal money cannot be used for lobbying, fundraising, the purchase of alcoholic beverages, the purchase, construction, or renovation of land or facilities or other unallowable costs (see 2 CFR 200, Subpart E - Cost Principles). Please refer to Addendum II for highlights of specific Uniform Administrative Requirements, Cost Principles, and Audit Requirements pertinent to this award.

14. Federally Mandated Legal Requirements

Please refer to Addendum III for federally mandated legal requirements pertinent to this award.

This Grant Agreement and Contract is executed by the person signing below who warrants that they have the authority to execute this Grant Agreement and Contract.

Authorizing Official:

Signature

Name (please print)

Title

Date

88-6000201

Organization's EIN Employer Identification Number

ADDENDUM I: FEDERAL AWARD IDENTIFICATION

This award is considered a subaward of federal money granted to Nevada Humanities (the pass-through entity) via the National Endowment for the Humanities (the federal agency) as appropriated by Congress. The following Federal award identifying information is required per Section 200.331 of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This award may also consist of funds provided by the State of Nevada as noted below.

1. Subrecipient name: City of Reno Arts and Culture Department
2. Subrecipient's Unique Entity Identifier UEI: TH74SE96JVC7
3. Federal Award Identification Number (FAIN): SO-289863-23
4. Federal Award Date of award to the recipient (Nevada Humanities) by the Federal agency (National Endowment for the Humanities): 12/21/2022
5. Subaward (subrecipient award) Period of Performance Start and End Date: November 1, 2023 - October 31, 2024
6. Amount of Federal Funds obligated by this action by the pass-through entity (Nevada Humanities) to the subrecipient: \$5,125.00
7. Amount of State of Nevada funds obligated by this action: \$500.00
8. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): General Support Grants to State and Jurisdictional Humanities Councils.
9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - a. Federal awarding agency: National Endowment for the Humanities
 - b. Pass-through entity: Nevada Humanities
 - c. Pass-through entity awarding official: Christina Barr, cbarr@nevadahumanities.org
10. CFDA Number and Name: 45.129 Promotion of the Humanities Federal-State Partnership
11. Identification of whether the award is R&D: Not R&D

ADDENDUM II: UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 apply to award recipients.

1. Financial Management Standards (2 CFR §200.302)

The financial management systems of the award recipients must meet the requirements set forth in 2 CFR §200.302 Financial management and the following standards:

- a. **Accounting Records.** Award recipients must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures, and income. Each award recipient shall have a double entry accounting system that is maintained according to generally accepted accounting principles that are applied on a consistent basis. The system should provide for a general ledger, a cash receipts journal, a cash disbursements journal, and a general journal.
- b. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Award recipients must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes.
- c. **Allowable Costs.** 2 CFR §200, Subpart E - Cost Principles, the General Terms and Conditions for General Support Grants to State Humanities Councils, and the terms and conditions of this grant award will be followed in determining the reasonableness, allowability, and allocability of costs. <https://www.neh.gov/grants/manage/general-terms-and-conditions-general-support-grants-state-humanities-councils>.
- d. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the award identification number and name of the general ledger accounts that are to be charged or credited. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs that are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the council.

2. Interest Earned on Advances (2 CFR §200.305)

Recipients of National Endowment for the Humanities funds are required to maintain advances of Federal funds in interest bearing accounts unless they receive less than \$120,000 in Federal awards during their fiscal year. If a grantee chooses to deposit these funds in an interest bearing account, it may retain the first \$500 in interest earned each fiscal year. Interest earned in excess

of this amount on funds advanced by Nevada Humanities shall be forwarded to Nevada Humanities and returned to the National Endowment for the Humanities, as detailed in 2 CFR §200.305 (9).

3. Allowable and Unallowable Costs

The allowability of costs and cost allocation methods for work performed under a National Endowment for the Humanities grant shall be determined in accordance with 2 CFR 200, Subpart E - Cost Principles. In accordance with Public Law 111-88 Sec. 427, none of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

4. Fundraising

Fundraising costs may not be charged as expenditures under this award.

5. Lobbying Activities (2 CFR §200.450)

Award recipients are prohibited by The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using appropriated National Endowment for the Humanities 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 with respect to the award, extension, continuation, renewal, amendment, or modification of any of these instruments. While non-Federal funds may be used for such activities, they may not be included in your budget, and their use must be disclosed to Nevada Humanities. These requirements are implemented by the National Endowment for the Humanities in 45 CFR part 1168. Also see 2 CFR §200.450 Lobbying, that provides additional information regarding the lobbying prohibitions and describes types of activities, such as legislative liaison activities and professional and technical services that are not subject to this prohibition. Therefore, any costs associated with lobbying activities must be recorded separately in an award recipient's books to ensure that they are not charged to this grant. Nevada Humanities and the National Endowment for the Humanities are required by the provisions of its appropriations act to include the text of 18 U.S.C. 1913 in all of its award, cooperative agreement, and contract documents. Text of 18 U.S.C. 1913:

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.

6. Procurement Standards (2 CFR §§200.317 – 326)

Award recipients are subject to the procurement standards set forth in 2 CFR §§200.317 – 326. Also see Appendix II to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The standards contained in this section do not relieve the award recipients of the responsibilities arising under its contracts. The award recipient is the responsible authority, without recourse to Nevada Humanities or the National Endowment for the Humanities, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. Matters concerning the violation of a statute are to be referred to such Federal, state, or local authority as may have proper jurisdiction.

7. Audit Requirements

Nevada Humanities may inspect or audit your financial accounts and records or may assign a qualified person to do so. Inspection and audit may include visits to the grantee before grant payments are made to make sure that the grantee's accounting system is adequate. The National Endowment for the Humanities may also conduct an inspection or audit. The Federal Government has the right to audit third party accounts related to the grants.

Award recipients shall have audits performed that meet the requirements of the Single Audit Act Amendments of 1996 (31 USC 7501-7507) as implemented by 2 CFR 200, Subpart F - Audit Requirements. Award recipients that expend more than \$750,000 in Federal funds from all sources during their fiscal year are subject to the Single Audit (formerly known as the A-133 audit).

This grant provided by Nevada Humanities is a re-grant of money received from the National Endowment for the Humanities, a Federal agency. This means that the funds awarded through this grant are Federal funds (45.129 Promotion of the Humanities_Federal-State Partnership) and that grantees must comply with any Federal, state, or local laws, rules, or regulations that may pertain.

8. Misapplied Funds

If Nevada Humanities determines that you have misapplied any of your grant funds, Nevada Humanities has an ownership interest in any money or property acquired through the use of

the misapplied funds. You must also repay misapplied funds to Nevada Humanities.

9. Uncommitted Funds

If you have funds left over at the end of your grant award period that have not been committed for budgeted goods or services, you must return these funds to Nevada Humanities: Nevada Humanities, P.O. Box 8029, Reno, NV 89509.

10. Record Retention (2 CFR §§200.333 – 335)

Financial records, supporting documentation, statistical records, and all other records pertinent to the award shall be retained by the award recipient for three years following the award recipient's submission of their final report to Nevada Humanities. Records for real property and equipment acquired with National Endowment for the Humanities funds must be retained for three years after final disposition. If the three-year retention period is extended because of audits, appeals, litigation, or the settlement of claims arising out of performance, the records shall be retained by the award recipient until such audits, appeals, litigation, or claims are resolved.

Nevada Humanities, the National Endowment for the Humanities, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the award recipient to make audits, examinations, excerpts, transcripts, and copies. See 2 CFR §§200.336 – 337 for additional information.

ADDENDUM III: LEGAL REQUIREMENTS

1. Civil Rights and Non-Discrimination

Organizations and public agencies receiving funding from Nevada Humanities must comply with Federal laws governing Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any other applicable Federal, state, and local laws. Under these laws, no person shall be excluded on the grounds of race, color, handicap, age, sex, or national origin from participation in, be denied the benefits of, or be otherwise subjected to discrimination under a program funded by Nevada Humanities.

Title VI of the Civil Rights Act of 1964, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 2000d et seq.) Title VI also extends protection to persons with limited English proficiency. Please note that the National Endowment for the Humanities has issued policy guidance for recipients on “Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency.”

Title IX of the Education Amendments of 1972 provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. (20 U.S.C. 1681 et seq.)

Section 504 of the Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C. 794)

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 6101 et seq.)

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)

2. Labor Standards Assurances – Employment of Professional Performers

Award recipients that employ professional performers and related or supporting professional 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 Awards from the National Endowments for the Arts and Humanities." Award recipients are required to provide assurance that:

- a. 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
- b. No part of any project or production which is financed in whole or in part under a National Endowment for the Humanities 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. Regular faculty or staff hired primarily to teach are excluded even though their teaching activities may include performing or assisting in a performance.

Additional information is available by contacting the U.S. Department of Labor, Wage and Hour Division, Division of Contract Standards and Operations, 200 Constitution Avenue, NW, Washington, DC 20210, or from the "Davis-Bacon and Related Acts Home Page".

3. Code of Ethics for Projects Related to Native Americans

Award recipients have the responsibility of ensuring that researchers and scholars working on National Endowment for the Humanities-sponsored projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples will adhere to certain provisions protecting the rights of native communities and peoples as detailed in the Code of Ethics for Projects Related to Native Americans.

4. Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001 et seq., and 43 CFR Part 10)

The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) provides protection of Native American graves and items, that is, human remains, funerary objects, and sacred objects. NAGPRA applies to any organization which controls or possesses Native American human remains and associated funerary objects and which receives Federal funding, even for a purpose unrelated to the Act. More information may be found on the National Park Service website.