



TourWest Specific Terms and Conditions

I) PROGRAM RULES

- All TourWest supported engagements must include at least one (1) public performance and one (1) outreach activity by the touring artist(s) (out-of-state artists, not from the home state of the presenter). A public performance is defined as a full-length performance for which promotion and marketing to the general public have been provided and the audience for which is a cross-section of the community (e.g. not primarily school-aged children during regular school hours). Examples of qualifying outreach activities are lecture-demonstrations, master classes, in-school educational activities involving students with the artist, etc.
- The following items are NOT considered to be qualifying outreach activities:
 - a. A performance for students that does not include an educational component about the art form;
 - b. A guest artist's residency at an institution of higher education;
 - c. Activities at an institution of higher education for which the majority of the audience is students and/or faculty;
 - d. Tickets to the public performance are offered on a complimentary basis; and
 - e. A lecture or demonstration that directly precedes or follows the public performance along with outreach activities of the kind and extent described in the application and the artist contract, which shall be incorporated hereby a part of this Agreement.
- All information and conditions contained in the TourWest guidelines are incorporated herein.
- Project Dates: These are the project dates for the performance and outreach activities.
- Period of Performance: The start and end date of the award is the period of support. Only costs and activities incurred during this time period can be charged to the award.

II) GRANTEE LEGAL STATUS AND QUALIFICATION REQUIREMENTS

- Grantee: The Grantee is the presenter or the organization on record when this grant application was submitted for this funded activity. They are also considered the subrecipient of WESTAF (Regional Arts Organization or RAO). A non-Federal entity that receives a subaward from a pass-through entity (the RAO) to carry out a project or activity identified with the Federal program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- NFP Status: The grantee assures that they are a 501(c)3 nonprofit organization, or unit of state or local government, or institution of higher education, or Federally recognized Indian tribal government and is eligible to receive these TourWest funds sub-granted through an Arts Endowment award. Grantee also assures that a valid copy of the letter of nonprofit/equivalent status has been submitted to WESTAF with the application.
- State: The grantee assures that they are incorporated in and currently conducting business in one or more of the following western states: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, or Wyoming.
- EIN: Grantee assures they have provided a valid Employer Identification Number (EIN). EIN is a unique identification number that is assigned to a business entity so that it can easily be identified by the Internal Revenue Service (IRS). The Employer Identification Number is commonly used by employers for the purpose of reporting taxes.
- DUNS: Dun & Bradstreet number or DUNS is a unique entity identifier that reflects the organization's legal name and current physical address. The grantee certifies that they are an eligible organization (entity) with a current DUNS number submitted at the time of application.

Subrecipients without a valid DUNS number cannot receive a subaward from TourWest.

III) AWARD AMOUNT AND MATCH REQUIREMENTS:

- Award Amount: Is also considered the subaward. An award provided by a pass-through entity to a subrecipient to carry out a project or activity identified as part of the Federal award. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- Allowable Award Amount: For TourWest and this grantee agreement, the National Endowment for the Arts Regional Touring grant requires a one-to-one cash match. Thus, the grant award will support the artistic fees in amounts of up to \$2,500 or 50% of the artistic fee, whichever is less. The remaining artistic fee amount is to be paid by the presenter/grantee and is considered the cash match for the grant. This is the amount of Federal funds obligated by this action, and the total amount of Federal funds obligated to the subrecipient, and is the total Federal award.
- Unallowable Costs: The grantee assure that the funds from this award will be used for the artistic fee and will not fund unallowable costs per the General Term and Guidelines (GTC 13.2) Selected costs and their allowability.
- Obligation: The award amount is obligated with this grant agreement. The award amount may be reduced if the actual artistic fee paid does not meet the match requirements.
- Match: The TourWest grant is an National Endowment for the Arts Regional Touring Grant and requires a one-to-one cash match. Thus, the grant award will support the artistic fees in amounts of up to \$2,500 or 50% of the artistic fee, whichever is less. The remaining artistic fee amount is to be paid by the grantee and is considered the cash match for the grant.
 - a. Ineligible Matching Resources: These items are not eligible to meet your cost share or matching requirement:
 - 1. Other Federal funds, including other National Endowment for the Arts funds (2 CFR 200.306(b)(5)).
 - 1. This means that no Federal funding can be used for the remaining cash match. Grantees cannot match National Endowment for the Arts funds to National Endowment for the Arts funds or other Federal funds, nor get two different Federal grants for the same project costs (overlapping costs). The TourWest grant subsidizes the artistic fees of the project costs; thus, this line item cannot be matched with other Federal or National Endowment for the Arts funding.
 - b. Resources that have been used to match another Arts Endowment award or other Federal program (2 CFR 200.306(b)(2)).
 - c. Contributions or gifts provided to your organization that are restricted and cannot be used to support the project.
 - d. Gifts (bequeathed or otherwise) which are not available to your organization during the award period of performance.
- In-kind: Use of In-kind (or third-party) contributions (2 CFR 200.306(d-j)). If you include in-kind, third-party (i.e. not your own) contributions as part of your cost share or match, they must also be included as direct costs in your project budget so we can determine their allowability, and reflect them in your accounting records. Volunteer and donated goods and services, property, or space must be documented and their fair market value determined per the guidance.
- Indirect Costs and/or F&A Costs: TourWest funds cannot be used in any portion for institutional overhead or F&A costs or applied to any indirect costs. These funds, which are made possible through the National Endowment for the Arts regional touring program, are to be specifically

directed to the artistic fee for both the public performance(s) and the accompanying outreach activities.

IV) GRANT PAYMENT:

WESTAF shall pay the grantee 100% of the amount awarded if the following are met:

- The satisfactory performance of the services described in the funded activity description above.
- The return of a completed TourWest final report online by the grantee within 60 days following the engagement.
 - a. Including Submission of a copy of the performance program, a current season brochure, published press releases, feature stories, and/or reviews.
- Grantee submission of a copy of the final artist's letter of agreement/contract, including the artistic fee and update of the project budget on the final report.
 - a. The award amount must be 50% or less of the actual total artistic fee. If the actual artistic fee has decreased, WESTAF will adjust the grant award amount accordingly.
 - b. WESTAF will review the final artistic contract and if there is a change in the final artist fee this may affect award amounts.
- Project and grantee compliance with established program rules and requirements per the TourWest grant guidelines, grant agreement terms and conditions, and the Arts Endowment assurance compliance requirements as stipulated in Appendix A
- Approval of the final report by WESTAF.
- WESTAF's receipt of the required funding from the Arts Endowment.
- Mailing Address Current: All payments will be mailed to the address entered in the GO Smart profile. It is the grantee's responsibility to keep that address up-to-date. To edit or update your mailing address, please go to tourwest.gosmart.org, log in with your username and password, and click on My Profile.

V) FINAL REPORT

All grantees must submit a final report online within 60 days of the event end date or forfeit the grant award amount and risk eligibility for the next granting cycle. The final report must be completed at <https://tourwest.gosmart.org> within 60 days following the engagement.

- Final report support materials such as season brochures and performance programs that display the required crediting, may be submitted online or sent to WESTAF at: 1888 N. Sherman Street, Suite 375, Denver, CO 80203.
- Support materials that are mailed to WESTAF must be received within 30 days of the submission of the online final grant report form.

VI) CONTRACTING AND PAYMENT TO THE ARTIST:

- Contracting with the artist: This grant award will not become official until the grantee sends the fully executed, co-signed contract between the grantee and the artist(s). WESTAF must receive the artistic contract no later than three weeks prior to the performance. Full contractual payment per the contracts between the Grantee and the artists involved in the project is the responsibility of the Grantee.
- Independent Contractor: It is fully understood that the Grantee and its contracted artists are independent contractors in the fulfillment of their contracts with each other. WESTAF will not be held liable for any damages or additional expenses incurred in the execution, or lack of execution, of said contracts. Grantee is liable and responsible to pay the full contracted fee to all artists and contractors engaged in the implementation of the project.

- Payment to Artist: The grantee shall pay the above artistic fees directly to the artist/company (or designated representative) as per the artist-presenter contract. WESTAF will reimburse the grantee for the artistic fee after the grantee had complied with the requirements of this grant agreement. (See Payment to Grantee)
- Professional Standards: WESTAF encourages presenters, artists, companies, managers, and all others receiving support through WESTAF's performing arts programs and services to strive for professional standards of behavior that embody a commitment to honesty, integrity, fulfillment of verbal and written commitments, and the avoidance of conflicts of interest.
- Records: The grantee is responsible to retain all records, receipts and proof of expenses for their projects and must provide these documents upon request.

VII) FUNDING DEFAULT

- In the event that any or all of the underwriting from the National Endowment for the Arts is not forthcoming to WESTAF, WESTAF shall not be held liable and WESTAF may amend or terminate this Agreement.
- The grantee acknowledges that in accepting this agreement there is a risk that the Arts Endowment may not fund or budget to fund the WESTAF TourWest grant and that, even if the Arts Endowment commits to fund the WESTAF TourWest grant, the Arts Endowment may later be unable to fund the WESTAF TourWest grant. Funding of the WESTAF TourWest grant by the Arts Endowment is beyond the control of WESTAF and such funding is the only source for funding the grant under this agreement. The risk of the WESTAF TourWest grant being funded by the Arts Endowment is the sole risk of the grantee.
- Equitable Distribution: WESTAF reserves the right to limit or cap the amount of TourWest grants received by any state in the region, should the distribution of funds not follow established demographic patterns or advantage any state in an unfair manner.

VIII) CREDITING REQUIREMENTS

- Grantee shall comply with all provisions of Attachment B: Crediting Requirements which is hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources. By signing the Grant Agreement, you agree to credit WESTAF, the National Endowment for the Arts and your state arts agency in print, digital, or social media materials related to the project. In the event that there are no printed materials, a public statement must be made crediting WESTAF, the National Endowment for the Arts and your state arts agency at some point during the project. Proof of having met this requirement is needed, so retain copies of these materials for your Final Report. The Arts Endowment logo and the WESTAF logo are available on WESTAF's Website: <https://www.westaf.org/what-we-do/grants>
Acknowledgment of the National Endowment for the Arts, WESTAF, and the grantee's state arts agency can be phrased in a variety of ways:
For example:
 - a. Funding for the Commission and its programs is provided by WESTAF (the Western States Arts Federation) and the National Endowment for the Arts.
 - b. This project received support from [Grantee's State Arts Agency], WESTAF (the Western States Arts Federation), and the National Endowment for the Arts.

IX) ACCESSIBILITY COMPLIANCE:

- Per the National Endowment for the Arts's general terms and conditions for grantees in accordance with the following laws, where applicable, the grantee must abide by the rules below.

Complete a Section 504 Self-Evaluation or have an equivalent proof of accessibility compliance and keep it on file for their grantee records. By accepting this grant agreement, the grantee assures that they are in compliance with this requirement:

- a. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C. 794)
- b. 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)
- c. The requirements under Section 504 and ADA are similar; however, Section 504 requirements apply only to recipients of Federal funds.
 1. More information is available through the National Endowment for the Arts Office of Civil Rights and in the Assurance of Compliance.
- d. Complete a [Section 504 Self-Evaluation](#) and keep it on file for their grantee records.

X) CHANGES AND CANCELLATION REQUIREMENTS

This is a part of your Grant Agreement. By signing the Grant Agreement, you agree to follow this protocol should there be any changes to and/or cancellation of the project.

- Change Request: If any dates, fees, and/or activities change at any time from those listed above, the presenter/grantee must submit a change request and provide an updated artistic contract to WESTAF at tourwest@westaf.org within 30 days. All change requests must be approved by WESTAF in order for the grant to remain funded.
 - a. Changes in plans may affect award amounts and must meet the goals and review criteria of the TourWest program. Failure to meet these requirements will result in the forfeiture of the grant award.
 - b. Changes in artistic fee may affect the award amounts.
 - c. Changes to the date of a performance must fall within the TourWest period of performance for this grant cycle, September 1, 2020 to August 31, 2021.
- Cancellation: All cancellations must be submitted in writing and emailed to tourwest@westaf.org. WESTAF can cancel a grant if the grantee has failed to meet the project goals, is not in compliance with this grant agreement and rules, or has not submitted the final report in a timely manner.

XI) ASSURANCE OF COMPLIANCE

Grantee shall comply with all provisions of Appendix A: Assurance of Compliance which is hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources.

DEBARMENT: As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this application.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your grant. Information on debarment is available at the following websites:

www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

XII) GENERAL TERMS AND CONDITIONS

Grantee shall comply with all provisions of Appendix B: General Terms and Conditions which is hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources.

TourWest is funding by National Endowment for the Arts (the Arts Endowment) and compliance to federal legislations and Uniform Administrative Requirements (2 CFR Part 200) apply to all recipients of a TourWest grant award.