

DRAFT VERSION – last updated April 30, 2024

[AWARD DATE]

[RECIPIENT ADDRESS]

Re: CLIR Grant No. XXX_XXX_XXXX

Dear [ADDRESSEE(s)]:

The Council on Library and Information Resources (“**CLIR**”) is pleased to inform you that we have approved a grant of \$[AMOUNT] to [LEGAL NAME OF RECIPIENT ORGANIZATION] (referred to herein as “**grantee**”) for use over a term of [#MONTHS] months, to support your cultural heritage digitization project titled “[TITLE]”, in accordance with the proposal submitted on [DATE] (the “**Proposal**”). This grant has been made through the [PROGRAM NAME], made possible through a parent grant to CLIR from the Mellon Foundation (the “**Foundation**”) on [CLIR GRANT AWARD DATE]. We ask that all future correspondence regarding the grant use the following reference number: [REF#].

Award Summary

Grant reference number	
Award amount	
Project start date - Award funds may not be applied to any expenses incurred prior to this date.	
Project end date - All project activities must be completed, and all project expenses incurred, by this date.	
Interim report due date(s)	
Final report due date	

All collaborating organizations identified below must also countersign this document. In accepting these funds and countersigning this document, grantee and those collaborating organizations (collectively, the “**Participants**”) agree to comply with all terms and conditions set forth herein and to conduct the project and expend the grant funds in accordance with the Proposal (collectively the “**Project**”).

Collaborating Institutions. Grantee agrees to collaborate with the following additional Participants on all Project activities as described in the Proposal: [LIST COLLABORATORS] [or NONE].

Use of Funds. United States law requires that grant funds may be used only for charitable, scientific, literary, or educational purposes. Grantee agrees that the grant funds will be used exclusively for the purposes described in the Proposal and the approved budget within it. Each collaborating organization listed above agrees that only grantee will receive grant funds from CLIR, and if a collaborating organization is entitled to receive any grants funds under the Project budget, its sole recourse to collecting such funds shall be to grantee, and not CLIR or the Foundation. Participants agree to obtain CLIR's **prior approval** for any material changes to the Project. Material changes include any changes to Project leadership, collaborating organizations, planned activities, timeline, work products, chosen service providers, or budget lines or amounts. Grantee may request CLIR's approval of any such changes by following instructions provided on the program website.

CLIR also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. CLIR normally expects that the funds be held in an insured, interest-earning account. The grant award is made to grantee and may not be transferred, shared (other than with one of the collaborating institution(s) in the amount contemplated in the Project budget) with others or assigned without the advance written approval of CLIR. Any grant funds found not to have been expended for the purposes of the grant, or within the grant term defined above, will be returned to CLIR following instructions provided on CLIR's website or by CLIR's personnel.

Payment Terms. Payment of grant funds will be made on or after [PAYMENT DATE], following CLIR's receipt of a countersigned version of this agreement from all Participants.

Grant Reports. Participants will report to CLIR on the progress of the grant through narrative and financial reports on or before the deadlines listed above. Each financial report should provide an accounting of the expenditure of grant funds. Grantee is responsible for reporting on the activities and expenditures of the collaborating organizations. CLIR will share such reports with the Foundation.

Work Products. Participants agree to make materials, including digital copies, produced as a result of the Project (including all materials produced by all collaborating organizations and any other persons or entities assisting you with the Project,

collectively “**Grant Work Products**”) publicly available as described in the Proposal (subject to any limitations described in the Proposal with respect to materials that are culturally or personally sensitive) for educational or charitable purposes.

Participants agree to dedicate all metadata associated with the digital copies they create in the course of Project activities to the public domain according to the terms of the [Creative Commons-0 \(CC0\) Public Domain Dedication](#), except in cases of culturally sensitive metadata or privacy concerns identified in the Proposal.

Participants agree that all copyright interests in all Grant Work Products (but not the underlying work in the case of digitization of pre-existing works) will be owned by a Participant or a collaborating organization who signed this agreement.

Participants represent to CLIR that each Participant has, or will obtain prior to undertaking the Project, all necessary rights and permissions so that undertaking the Project (including the distribution of Grant Work Products as described in the Proposal) and the use and authorization of others’ uses of Grant Work Products for educational or charitable purposes (subject to any reasonable limitations described in the Proposal) will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person or entity.

Participants agree not to claim additional rights or impose additional access fees or restrictions to the Grant Work Products, beyond those already required by law, or as are imposed by existing agreements or the expressed wishes of local, traditional, and indigenous source communities, in either case as identified in the Proposal.

Participants agree that materials nominated for digitization in the Proposal and that are in the public domain in analog form must continue to be in the public domain once they have been digitized. CLIR strongly encourages grant recipients to share digitized collections as public domain resources or with [Creative Commons licenses](#), as appropriate.

Each Participant under its rights in the Grant Work Products grants to CLIR a license that allows CLIR or its designee the right to make Grant Work Products available for educational or charitable purposes (subject to any limitations described in the Proposal) if at least one of the Participants is not doing so in accordance with the Proposal and fails to cure such failure after being provided reasonable notice.

Participants confirm that, while CLIR and the Foundation are providing support for this Project, grantee and the other Participants (as allocated amongst themselves) retain full

discretion and control of the conduct of this Project, including over the process of selecting any persons or organizations (such as Participants' respective employees, independent contractors, consultants, vendors, or other project participants) to carry out the Project. Accordingly, Participants acknowledge that neither CLIR nor the Foundation will be responsible for any actions taken regarding the Project.

Grant Disclosure and Publicity. CLIR and the Foundation will include summary information about this grant in annual reports and other similar public reports, tax returns, and public grants databases, and may share such summary information in response to inquiries or elsewhere. CLIR and the Foundation may also promote this grant on their websites and social media channels, and in press releases, newsletters, and other public communications and media products. Any promotional content which discusses the grant in detail and/or narrative form will be shared with grantee in advance.

If any Participant wishes to make its own press announcement(s) including CLIR's name or logo, please consult the CLIR Brand Guidelines posted on CLIR's website and notify CLIR program officers in advance by writing hiddecollections@clir.org. If it wishes to include the Foundation's logo in an announcement, please also consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Recordkeeping. Grantee is required to retain accounting records, detailing all receipts and expenditures of grant funds, including by other Participants, for three years following submission of the final grant report. CLIR and the Foundation reserve the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Participants agree to cooperate in the audit and provide information to CLIR and the Foundation or its representatives as necessary.

Organizational Tax Status. *[SELECT ONE OF THE FOLLOWING AS APPROPRIATE]*

[Grantee certifies that it is tax-exempt under Section 501(c)(3) of the United States Internal Revenue Code and that it is not a private foundation as defined by United States Internal Revenue Code Section 509(a).]

[Grantee certifies that it is tax-exempt under Section 115 of the United States Internal Revenue Code and that it is not a private foundation as defined by the United States Internal Revenue Code Section 509(a).]

[Grantee certifies that it is tax-exempt under Section 170(c)1 of the United States Internal Revenue Code and that it is not a private foundation as defined by the United States Internal Revenue Code Section 509(a).]

[Grantee certifies that it is a tax-exempt current registered charity listed by the Canada Revenue Agency and that it is not a private foundation as defined by the United States Internal Revenue Code Section 509(a).]

[Grantee certifies that it is a tax-exempt designated educational institution recognized as eligible to receive Canada Student Loans and that it is not a private foundation as defined by the United States Internal Revenue Code Section 509(a).]

[Grantee certifies that it is a United States/Canada federal, state, provincial, territorial, municipal, tribal, or indigenous government unit whose purpose is to collect, preserve, and share rare and unique cultural materials.]

Grantee will advise CLIR immediately if its tax-exempt status or non-private foundation classification changes.

Limitations on Lobbying and Political Activity. Each Participant confirms that grant funds will not be used:

- a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of [26 U.S.C. § 4945\(d\)\(1\)](#)); or
- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under United States [26 U.S.C. § 4945\(d\)\(2\)](#)).

Compliance with Laws. In carrying out the Project, each Participant will comply with all applicable local, state, federal, and international laws, regulations, and rules, including without limitation regarding non-profit status and governance, data and personal privacy and intellectual property laws.

Workplace Conduct Standards. CLIR and the Foundation give high priority to the realization of equality of opportunity for all members of society. Accordingly, CLIR and the Foundation expect that Participants seek to foster workplace(s) that are free from discrimination, harassment, and workplace misconduct; take appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and have established appropriate policies and procedures for training staff, receiving and

addressing complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation; Consent to Assignment. Each Participant agrees to promptly notify CLIR of any of the following:

1. significant organizational changes (either in your organization or any other Participant of which you become aware) during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status,
2. any material change to the Proposal (including any change to the budget or project plan set forth in the Proposal, any such change of which shall be deemed material) required in order for any of the Participants to complete the Project in accordance with the Proposal,
3. unless prohibited by law,
 - a. reported concerns about the legality or propriety of the grant activities or use of grant funds by any Participant, and/or
 - b. the filing of a claim in any court or with a governmental agency alleging:
 - i. sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of any Participant;
 - ii. financial impropriety by any Participant or to whom grantee has disbursed grant funds; or
 - iii. breach of fiduciary obligations by senior leadership or the board of any Participant or to whom grantee has disbursed grant funds.

In the event CLIR learns of allegations of impropriety, illegality, or workplace misconduct through notification by a Participant or third parties, affected Participants agree, to the extent legally permitted, to cooperate with reasonable requests of CLIR to understand such Participants' policies, procedures, and practices, including what steps were taken in response to the allegations.

CLIR reserves the right to approve or withhold approval, in advance of any proposed transfer or assignment of the Project or the Grant Work Products, which approval will not be unreasonably withheld so long as the third-party acquirer of the Project or Grant Work Products agrees to the obligations set forth in the Proposal and in this agreement.

Right to Discontinue Funding and Require Return of Funds. CLIR reserves the right

to modify the grant, discontinue funding, require return of the grant funding and/or terminate the grant at any time if:

1. Any Participant (or any collaborating organization) fails to materially comply with this agreement and does not cure such noncompliance within thirty days of receiving written notice referencing this section and specifying the details of such noncompliance,
2. any statements, representations, certifications, or documents provided by any Participant are later determined to be materially false or misleading,
3. Any of the events described in items 1 through 3 of the section entitled Notification and Cooperation occur, or
4. CLIR determines, in its reasonable judgment, that any Participant has become unable to carry out the purpose of the grant as stated in the Proposal and this agreement.

In the event of items 1 and 2 above, grantee agrees, at CLIR's request, to repay the grant funds or redirect them to another organization chosen by CLIR to carry out the purposes of the grant. In the event of item 3 or 4 above grantee agrees at CLIR's request to repay or redirect only the unspent grant amounts at the time of such request. Additionally, if CLIR's relationship with the Foundation changes in such a way that it no longer has all the necessary funds to fulfill the grant, then CLIR may cancel this grant prior to its disbursement.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the Commonwealth of Virginia without giving effect to its conflict of laws principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in Fairfax County in the Commonwealth of Virginia.

We ask that each Participant indicates their consent to these terms by having an individual with corporate authority sign below. CLIR will not make payments on this grant until we have received a complete, countersigned copy of this agreement from all Participants. Please keep a copy for your files.

On behalf of CLIR, may I extend every good wish for the success of this endeavor.

Sincerely,

Charles Henry
President, CLIR

Project Participants:

Organization Name:

Authorized Signatory Name:

Authorized Signatory Title:

Signature:

Date:

Organization Name:

Authorized Signatory Name:

Authorized Signatory Title:

Signature:

Date:

Organization Name:

Authorized Signatory Name:

Authorized Signatory Title:

Signature:

Date: