

**STATE OF INDIANA - INDIANA ARTS COMMISSION
GRANT PROGRAM**

Contract #000000000000000000095678

This Grant Agreement (this "Grant Agreement"), entered into by and between **INDIANA ARTS COMMISSION** (the "State") and **UNIVERSITY OF SOUTHERN INDIANA** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of up to **\$4,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 4-23-2-3** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

Funding Source: **State Funds - Arts Cultural Trust (44097)**

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete, and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State one (1) Final Grant Report at the completion of the Project. The report shall be submitted via the Indiana Arts Commission's grants management system and shall contain such details of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on **July 01, 2025** and shall remain in effect through **September 30, 2026**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

This grant period is **July 1, 2025 – June 30, 2026**. All grant-related activities must take place within the grant period as outlined.

5. Grant Funding.

A. The State shall fund this Grant in the amount of up to **\$4,000.00**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall

the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

Grant funds will be paid out in **one (1)** payment. Payment structure and timeline will be stipulated in the approved grant guidelines. Payments will be processed in accordance with the requirements outlined below. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit of electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana State Comptroller.

A. The following documents must be submitted to and approved by the Indiana Arts Commission before any funds may be received under this Agreement:

1. Grant Agreement, signed by Grantee and the State of Indiana;
2. Current Supplier Forms on file with the State of Indiana;
3. Grant Modification Form (If applicable); and
4. Completed Next Steps Form (If applicable).

B. The **payment of this grant** will be paid when the following conditions are fulfilled to the satisfaction of the Indiana Arts Commission:

1. The Indiana Arts Commission has received from the Indiana Department of Administration (IDOA), State Budget Agency (SBA), and the Office of the Attorney General (OAG) the fully executed Grant Agreement;
2. The Grant Modification and/or Next Steps Form (if applicable), including any changes in financial or project information, meets with the satisfaction of the Indiana Arts Commission; and
3. The Grantee has no outstanding paperwork from other Grant Agreements with the Indiana Arts Commission.

C. If changes to the project described in **Exhibit A** occur, the Grantee is required to contact the program manager and complete a Grant Modification Form, if determined applicable, before proceeding with any changes. The Grant Modification Form will specify the following:

1. Estimate of how state, local, and/or private funds allocated for the project will be expended for proposed activities. This report will be based on the actual amount of the grant awarded by the State; and
2. A written description of the funded project, including any changes to the information contained in the Grantee's grant application.

Upon completion of a Grant Modification Form, the State and Grantee will amend this agreement accordingly.

D. The Final Report and any Grant Modification Forms shall be submitted to the State by the Final Report deadline date as outlined in the grant guidelines. The State has the discretion, and reserves the right, to NOT pay if any of the appropriate reports are not submitted by the provided deadline (see **Exhibit B** - Final Grant Report Late Policy). The State also has the discretion to request further information and/or clarification on any modifications or final reporting figures and descriptions. If Grant funds have been advanced and are unexpended at the time that the Final Report is submitted, all such unexpended Grant funds must be returned to the State.

E. Failure to submit a Final Grant Report per **Exhibit B** will be regarded as a material breach of this Agreement, and the Grantee may be asked to return all funds issued under this Agreement and will be considered "Not-In-Good Standing" rendering the grantee ineligible to receive future grant funding from the Commission (see **Exhibit C** - Not-In-Good Standing Policy).

The Final Grant Report will document the following:

1. Whether state, local, and/or private funds allocated for the project were expended for activities consistent with the approved grant application, and the Grant Modification Form (if applicable);

2. A written description of the completed project, including any changes in information contained in **Exhibit A** and the Grant Modification Form; and
3. Information on the outcomes and results of the project, as well as statistical information, including, but not limited to, numbers of people served, and geographic area served.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

1. Whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
2. The actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued; and
3. That Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit D** (Guidelines for Non-governmental Entities).

9. Public Acknowledgment of the Indiana Arts Commission Grant.

The Grantee agrees to credit the Indiana Arts Commission (IAC) in all promotion, publicity, and printed materials, prepared in connection with the funded project described in **Exhibit A** by following the crediting guidelines provided on the IAC website at <https://www.in.gov/arts/programs-and-services/funding/requirements-of-grant-recipients/>. Failure to comply with this requirement may result in the loss of grant funding.

10. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated

thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

- 1) The Grantee and any principals of the Grantee certify that:
 - A. the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC § 24-5-12 [Telephone Solicitations]; or
 - iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - B. the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- 2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - B. will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this

Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

12. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant, and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

13. Employment Eligibility Verification.

As a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

- A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify

program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

- B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.
- C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this grant agreement for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

14. Funding Cancellation.

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

15. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

16. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

17. Insurance. Not applicable.

18. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.
- B. Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI) that violate Indiana or Federal Civil Rights Laws by treating a person

differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

19. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Miah Michaelsen, Executive Director
Indiana Arts Commission
100 N Senate Avenue, N505
Indianapolis, IN 46204
E-mail: mmichaelsen@iac.in.gov

B. Notices to the Grantee shall be sent to:
Leslie Townsend, University of Southern Indiana-Division of Outreach and Engagement
(DBA: New Harmony Gallery of Contemporary Art)
8600 University Blvd.
Evansville, IN 47712
E-mail: ltownsen@usi.edu

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana State Comptroller.

20. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 25, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Grant Program Guidelines; (5) the Grant Application; (6) Grant modification form (if applicable), and (7) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

21. Public Record.

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

22. Termination for Breach.

A. Failure to complete the Project and expend State, local, and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for

completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal requirements as outlined in the Grant Program Guidelines and incorporated fully by reference.

26. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

27. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Grant Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may, by giving written notice, terminate this Grant Agreement.

28. Public Manifestation.

There must be a public manifestation of all Indiana Arts Commission supported activities within the year they are supported. "Public manifestation" means the project must result in a product or activity available to the public. "Available" means activities must be accessible to persons with special needs and open to the audience, participants, or public, either free or by reasonable admission or service charge.

29. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows:

Modified:

1. Purpose of this Grant Agreement; Funding Source. -- *Text Modified*
3. Implementation of and Reporting on the Project. -- *Text Modified*
4. Term. -- *Text Added*
5. Grant Funding. -- *Text Modified*
6. Payment of Claims. -- *Text Modified*
7. Project Monitoring by the State. -- *Text Modified*
17. Insurance -- *Not Applicable*
20. Order of Precedence; Incorporation by Reference. -- *Text Modified*
21. Public Record -- *Text Modified*
26. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. - *Text Modified*

Added:

9. Public Acknowledgment of the Indiana Arts Commission Grant.
27. Force Majeure.
28. Public Manifestation.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement do, by their respective signatures dated below agree to the terms thereof.

UNIVERSITY OF SOUTHERN INDIANA

Signed by:
By: *Amy Chan Hilton*
939F09809D9647C...

INDIANA ARTS COMMISSION

Signed by:
By: *Miah Michaelson - 00705*
32C97C7A44AD46F...

Title: *VP* Director, Sponsored Projects & Research

Title: *VP* Executive Director

Date: 9/12/2025 | 11:01 EDT

Date: 9/12/2025 | 11:19 EDT

Electronically Approved by:
Department of Administration

By: (for)
Brandon Clifton, Commissioner
Refer to Electronic Approval History found after the final page of the Executed Contract for details.

Electronically Approved by:
State Budget Agency

By: (for)
Chad Ranney, State Budget Director
Refer to Electronic Approval History found after the final page of the Executed Contract for details.

Approved as to Form and Legality:
Office of the Attorney General

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 11, 2025. FA 25-70

EXHIBIT A**GRANT AGREEMENT**

Indiana Arts Commission and University of Southern Indiana-Division of Outreach and Engagement (DBA: New Harmony Gallery of Contemporary Art)

FY26 (Spring) Arts Project Support (APS)

Agreement Period: July 1, 2025 – September 30, 2026

GRANT OVERVIEW

Program Name: FY26 (Spring) Arts Project Support (APS)

Grantee Name: University of Southern Indiana-Division of Outreach and Engagement (DBA: New Harmony Gallery of Contemporary Art)

Grant Award Amount: \$4,000.00

Implementation Period: July 1, 2025 – June 30, 2026

ABOUT THE GRANT PROGRAM

Arts Project Support (APS) grants provide funding to support a public-facing short-term arts project or a series of arts activities with the goal of supporting a public-facing short-term arts project or a series of arts activities.

GRANT TIMELINE

Time Period	Activity
July 1, 2025 – June 30, 2026	Grant Implementation Period
July 15, 2026; 11:59 PM ET	Final Grant Report Deadline

PROJECT INFORMATION

Project Name: **New Harmony Gallery of Contemporary Art Student Art Activities**

Project Description: The New Harmony Gallery of Contemporary Art Student Hands-On Art Learning Series, serves High School and Secondary School students located in Vanderburgh and Posey counties with hands-on activities engaging with visual arts techniques and processes utilized by professional artists. Students will visit the gallery, examining art on view and working with a professional artist to cultivate problem solving and creative skill sets.

PROJECT BUDGET OUTLINE

Budget Category	Amount
Project Expenses	\$9,000.00
Project Income IAC GRANT AWARD: \$4,000.00	\$9,000.00
In-Kind Contributions	\$0.00

Arts Project Support is a program of the Indiana Arts Commission, funded by the State of Indiana, with additional support provided by purchases of the Arts Trust License plate.



Exhibit B

Late Final Grant Report Policy

ONE (1) PAYMENT FINAL GRANT REPORT LATE POLICY

Please note that the IAC staff will consider extenuating circumstances on a case-by-case basis.

For reports submitted:

- A. **UP TO 1 WEEK LATE:** For reports up to one week late from the established deadline, **15% of the grantee's total grant award must be returned;**
- B. **UP TO 1 MONTH LATE:** For reports greater than one week late and up to one month late, **25% of the grantee's total grant award must be returned;**
- C. **MORE THAN 1 MONTH LATE:** For reports greater than one month late and after repeated communication or reminders, the **full award must be returned, and the grantee is placed in 'Not in Good Standing' status with the IAC for one year.** A determination that the grantee is not in good standing prohibits the grantee from applying for IAC funding during that time.

TWO (2) PAYMENTS FINAL GRANT REPORT LATE POLICY

Please note that the IAC staff will consider extenuating circumstances on a case-by-case basis.

For reports submitted:

- A. **UP TO 1 WEEK LATE:** For reports up to one week late, an automatic **15% will be deducted from the grantee's final payment;**
- B. **UP TO 1 MONTH LATE:** For reports greater than one week late and up to one month late, **25% of the grantee's total grant award must be returned;**
- C. **MORE THAN 1 MONTH LATE:** For reports greater than one month late and after repeated communication or reminders, the **full award must be returned, and the Grantee is placed in 'Not in Good Standing' status with the IAC for one year.** Not in Good Standing determination prohibits the Grantee from applying for IAC funding during that time.

UNRETURNED FUNDS

If funds are not returned within **three months after repeated notification**, the Grantee will be **reported to the Indiana Department of Administration** to execute the return of funds process. Additionally, the Grantee will be placed in Not-In-Good Standing status with the IAC for up to five (5) years, depending on the time of repayment. The Grantee remains in Not-In-Good Standing until funds are returned.

Exhibit C

Not-In-Good Standing Policy

The following circumstances could result in Not-In-Good Standing status for any of the Indiana Arts Commission grantees/applicants, inclusive of both organizations and individuals.

Circumstances include but are not limited to:

1. Late final reporting in accordance with the Late Final Grant Report Policy.
2. Failure to submit State of Indiana supplier information within forty-five (45) days from initial outreach.
3. Failure to sign a contract within forty-five (45) days from the original send date.
4. Expending grant funds on ineligible expenses.
5. The Arts Commission requested information (separate from final reporting) is not provided in a timely manner and/or the recipient is unresponsive for a period of forty-five 45 days or more following repeated communication.
6. Violation of the Arts Commission [Code of Conduct Policy](#).
7. The Grantee does not adhere to the grant program requirements as outlined in program guidelines.
8. Organizations or individuals debarred or otherwise not in good standing with the federal government.

A Not-In-Good Standing status means the organization or individual is not eligible to apply for any Arts Commission-funded grant programs. The duration of Not-In-Good Standing is based on the severity of the actions. See Final Grant Report Late Policy for specifics regarding late final reporting.

If the Indiana Arts Commission places organizations or individuals in Not-In-Good Standing, they will be notified in writing. The notification will include the rationale for the placement, along with the next steps and timeline to reinstate the organization or individual.

Exhibit D

Annual Financial Report for Non-Governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway, which is an online electronic submission process.
 - a. There is no filing fee for doing this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.