



The Guild of Carillonneurs

IN NORTH AMERICA

Letter of Agreement

Congratulations! The Ronald Barnes Memorial Grant Committee and the Guild of Carillonneurs in North America (GCNA), hereinafter called the “Grantor”, are pleased to inform you (“Grantee”) that you have been awarded a Ronald Barnes Memorial grant in the amount of \$ _____ to support (PROJECT TITLE) for the grant period ending August 1, ____.

The Grantee shall expend the entire Grant Amount for the purposes and according to the budget specified in project proposal. The Grantee shall treat the Grant Amount as a restricted asset, and shall keep adequate records to document the expenditure of funds and the activities supported by the grant.

This letter must be countersigned within 30 days of the date of this letter of agreement. Payment of up to 90% can be made within 30 days of receipt of the countersigned copy of this letter.

The following terms apply to your use of the Barnes funds:

1. Return of Unused Funds

The Grantor reserves the right to request unused funds to be returned at the end of the grant period. The Grantee shall make available to the Grantor, the financial records related to the activities supported by the grant at the end of year 1 and year 2 (see Required Reports).

2. Equipment/Supplies

Equipment/supplies paid for by Barnes funds become the property of the Grantor. At the end of the project the equipment/supplies must be returned to the Grantor unless the equipment/supplies are part of the finished project. If the equipment/supplies are returned damaged or not in working order, the cost for said equipment/supplies shall be deducted from the final payment.

The Grantee may purchase said equipment/supplies at a mutually agreed upon price at the end of the project.

3. Hold Harmless/Indemnify

The Grantee shall be responsible for and shall indemnify and hold harmless the GCNA and its members from damage to property or injuries (including death) to any person(s) and other losses, damages, expenses, claims, demands, suits, and actions by any party against the GCNA in connection with the work performed by the Grantee.

4. Modification of the Project

The Barnes Committee and the Grantee may agree in writing to modify the objectives, methods or timeline of the project for which grant funds have been awarded. The Grantee shall notify the Barnes Committee about any of the following:

- a. Any change in key personnel of the project
- b. Any change in the address, email, or phone number

- c. Any development that significantly affects the operation of the project

5. Termination of Contract

The Grantor and Barnes Committee and/or the GCNA Board reserves the right to terminate this contract at any time by giving 30 days notice to the Grantee for any of the following reasons:

- a. Such cancellation is necessary to comply with the requirements of law
- b. The Grantee has failed to comply with the terms of this Agreement

Upon termination of the contract, the Grantee shall be prohibited from spending or disbursing grant funds and shall return immediately to the Grantor all remaining unused grant funds.

6. Required Reports

Interim Report

By March 31, _____ - interim report covering the period of (DATE) through March 31, _____ shall be submitted to the Barnes Committee. The Interim Report shall include:

- a. An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals. Grantee is encouraged to report not only the positive results of its activities, but also any problems that have arisen along with a description of measures that have or shall be put into practice to resolve them.
- b. A description of events that have had a significant effect on the project including any changes in the nature, methodology and/or objectives of the project as presented in the initial proposal;
- c. A full financial accounting and explanation of the expenditure of the grant to date with copies of receipts over \$50, and
- d. Grantee shall keep records satisfactory to Grantor related to performance of this Agreement. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this contract available to Grantor or its designated representatives, auditors, or legal counsel to determine compliance with the terms of the contract and applicable law.

Final Report

By August 1 (2 years from signed LOA) the final report shall be submitted to the Barnes Committee. The Final Report shall include:

- a. A congress presentation or other presentation of the degree to which the project objectives were achieved;
- b. A description of any unanticipated effects of the project; and
- c. A full financial accounting and explanation (with receipt copies over \$50) of the expenditure of the grant.

7. Final Presentation

Upon completion of the project the Grantee is strongly encouraged to make a presentation at a GCNA congress either in person or by proxy as approved by the Barnes Committee, and to submit an article to the GCNA Bulletin, if appropriate. The Grantee should contact the congress host by October 1 prior to the congress to coordinate the final presentation should the Grantee elect this option.

A copy of all written and recorded materials is to be sent to the GCNA archives.

8. Grant Financial Disbursements:

Initial: Upon signature of the grant agreement, the Grantee shall receive up to 90% of the total amount.

Final:

The final grant disbursement shall be released when:

- a. The final report has been received by the Grantor (see above);
- b. A project presentation has been made (Congress or other – see above); and
- c. A full financial accounting of the grant’s expenditures with receipts (over \$50) has been submitted and approved by the chair(s) of the Barnes committee and the GCNA president.

9. No Lobbying / Tax Exempt Status

Grantee shall not engage in any activity on behalf of Grantor that would jeopardize the Grantor’s status as a nonprofit charity qualified to receive tax-deductible contributions under section 501(c)(3) of the Code.

10. Copyright/Publication Consideration

The GCNA shall hold all rights to any and all writings, recordings, and other products of the award that are protectable under the copyright laws of the United States. Any musical work written all or in part during the period of the award remains eligible for submission to other competitions. The Guild shall have exclusive publication and distribution rights to any composition, arrangement, or other music work written entirely or partly during the period of study supported by this agreement. The Grantee shall not publish or otherwise distribute any such work without first submitting it to The Guild’s Music Publications committee. If (a) within twelve months The Guild has not notified Grantee that it has accepted such work for publication, or (b) within 36 months of such notification the Guild has not made such work available for sale, the Grantee shall be free to publish or otherwise distribute such work without further approval of The Guild. Such other publication or distribution shall contain substantially the following statement: “Composition of this work was supported in part by a grant from the Ronald Barnes Fund, of The Guild of Carillonneurs in North America.”

11. Miscellaneous

- a. The Grantee shall appropriately credit the participation of the Grantor in any advertisement, publicity, or public comment related to the project for which funds are granted. If there are special considerations concerning the public announcement of this grant or if you would like to coordinate a public announcement of your grant, we encourage you to contact (Lisa or Andrea).
- b. The Grantor reserves the right to approve the transfer of the project.
- c. It is the responsibility of the Grantee to ascertain tax implications to receiving a Barnes grant.

It is also understood that, by countersigning this letter, (NAME) agrees that it shall comply with all applicable law.

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your agreement to such terms by countersigning below and return same to a Barnes Committee co-chair.

I, (GRANTEE), accept a (YEAR) Ronald Barnes Memorial Grant and agree to the terms as described above.

Signature: _____

Printed Name: _____ **Date:** _____

Cc: Committee Chair(s), GCNA Treasurer, GCNA President