

**GRANT AGREEMENT BETWEEN
ACCESSLEX INSTITUTE AND
«ORGANIZATION_NAME»**

This grant agreement, including all exhibits, amendments and schedules hereto (“Agreement”) dated _____ (“Effective Date”) between AccessLex Institute (“AccessLex”), headquartered at 10 North High Street, Suite 400, West Chester, PA 19380 and «Organization Name», with a mailing address of «Organization_Street_Address», «City», «State» «Zip» (“Grantee” and, collectively with AccessLex, the “Parties”) is for the purpose of providing grant funding for the «Project_Title» project, «ACCESSLEX_Grant_Number» (the “Grant”).

1. Term.

1.1. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, expires upon: (a) completion of the project; (b) submission and approval of all required reports and adjustments, including, without limitation, the return of Unspent Funds (described in Section 2.4); (c) AccessLex’s acceptance of Grantee’s delivery of research data files, if applicable; (d) tender of all required payments by AccessLex; and (e) completion of Grantee’s obligations in Section 6.2 of this Agreement (collectively referred to herein as the “Grant Closeout”).

2. Funding.

2.1. Subject to Grantee's performance of all its obligations under this Agreement, AccessLex will provide funding to Grantee, in an amount not to exceed «_____ dollars» (\$«Grant_Amount») (the “Grant Funds”).

2.2. The Grant Funds will be allocated and disbursed in accordance with, and subject to, the terms of this Agreement and the schedule outlined in the “Grant Summary, Disbursement and Reporting Schedule,” attached hereto and incorporated herein as Exhibit A.

2.3. Prior to the issuance of any payment, Grantee must submit a copy of a completed Internal Revenue Service form W-9, and an invoice for each payment as set forth in Exhibit A, to AccessLex’s Accounts Payable department via email at accountspayable@accesslex.org. An invoice for the initial payment set forth in Exhibit A may be emailed on or after the Effective Date of this Agreement, upon the execution of this Agreement by all Parties. Invoices are payable net 30 days of receipt.

2.4. Any Grant Funds that are not expended, obligated or otherwise committed when the Agreement is terminated or expires (“Unspent Funds”) (which includes any remaining earned interest) must be promptly returned to AccessLex according to the following guidelines:

2.4.1. AccessLex does not require the return of Unspent Funds totaling \$1,000 or

less. Any Unspent Funds \$1,000 or less should be noted in the final budget report, including the grant-related purpose for which the Unspent Funds will be spent if retained. No further report beyond the final budget report as included in the Disbursement and Reporting Schedule outlined in Exhibit A hereto is required.

2.4.2. If Unspent Funds are greater than \$1,000 *and* the project is not complete, Grantee may request a no-cost (meaning no additional funding will be provided) extension of up to six months to spend the Unspent Funds. Grantee must submit a no-cost extension request through AccessLex's on-line application system at least 30 days prior to the final reporting date for the grant. If the no-cost extension is granted by AccessLex, a final budget and narrative report will be required upon completion of the grant-extension period.

2.5. Grantee agrees to comply with all applicable budgeting policies and procedures pertaining to the expenditure of Grant Funds, including but not limited to, the Budgeting section of the AccessLex Grant Application Policy.

3. Grant Requirements.

3.1. Grant Funds must be used solely for the purposes described in the Grant Application, a copy of which is attached hereto and incorporated herein as Exhibit B.

3.2. Grant Funds must be expended in accordance with the budget attached hereto and incorporated herein as Exhibit C. Grantee must obtain prior written approval of AccessLex to reallocate more than a total of 10% of Grant Funds, in aggregate over the life of the project, between budget categories. However, in no event will the total Grant Funds be increased as a result of a reallocation between budget categories.

3.3. Grantee will submit narrative and financial reports (each, a "Report") in accordance with Exhibit A. Reports will follow the reporting templates provided by AccessLex, will describe the current status of the project(s), the programs conducted by the Grantee under the Grant, expenditures made from the Grant Funds, Grant compliance matters and any other information requested.

3.4. Grantee will employ sufficient administrative, physical and technical data security measures to protect all documents and data relating to the Grant, including but not limited to, measures necessary to prevent unauthorized access to any confidential and personally identifiable information.

3.5. Grantee will provide additional reports or responses to questions from time to time as AccessLex may request, to monitor performance of Grantee's obligations under this Agreement.

3.6. Grantee will provide prompt notification of any development that might affect Grantee's ability to fulfill its obligations under this Agreement within seven (7) calendar days of the date of such development, including but not limited to, Grantee (i) undergoing

a sale of all or substantially all of its assets, a merger, division, dissolution or other corporate reorganization; (ii) becoming subject to a proceeding under the Bankruptcy Code or other law relating to insolvency, liquidation, or making an assignment for the benefit of creditors; (iii) becoming subject to an investigation or proceeding brought by any regulatory or government agency; or (iv) receiving notice of any litigation or other legal action relating to the Grant or otherwise impacting Grantee's ability to perform its obligations hereunder.

3.7. Upon request by AccessLex, to be extended solely at AccessLex's discretion, Grantee will send, at its sole expense, an appropriate representative to the AccessLex Legal Education Research Symposium to present information about or the results of the «Grant » on a panel or similar forum.

4. **Accounting and Audit.**

4.1. Grantee will maintain all relevant financial and accounting, programmatic and statistical records and data, along with any other documents supporting the coordination, implementation, execution, monitoring, and completion of and any other documents pertaining to the Grant or to this Agreement, in accordance with generally accepted accounting principles and other procedures as may be reasonably specified by AccessLex and as amended from time to time. Grantee will retain such records and data for a period of four (4) years after termination or expiration of this Agreement.

4.2. Grantee will allow, and fully cooperate with, audits, compliance or special reviews and inspections, including on-site inspections, upon reasonable prior notice, of Grantee's facilities, financial and accounting records, or other books or records, by AccessLex or by third parties designated by AccessLex. Such cooperation includes, but is not limited to, providing timely access for examination and copying of records (including computerized records), and reasonable access to Grantee's personnel.

5. **Intellectual Property.**

5.1. Any findings, reports, research data, information, research papers and other materials produced as a result of this Grant (collectively, the "Materials") will be exclusively owned by Grantee and Grantee will own the complete right, title, and interest, including, without limitation, the copyright, in and to the Materials, to the extent applicable. Grantee represents and warrants that any Materials produced by Grantee under this Grant will not infringe upon any copyright or any other right of any kind of any other person, and that the Materials have not previously been published and do not infringe on third party copyright.

5.2. Grantee agrees to grant, and does hereby grant to AccessLex, a worldwide, non-exclusive, fully paid-up, royalty-free, sub-licensable, transferable, and irrevocable license in perpetuity to use, reproduce, distribute, publicly perform and display, and create derivative works based on the Materials in any media, whether now or hereafter known. This license will include, without limitation, AccessLex's use, publication or distribution

of the Materials on AccessLex’s website, on the websites of any AccessLex affiliates or subsidiaries, on any website controlled by AccessLex or its affiliates or subsidiaries, whether hosted by a third party or otherwise, on its Research Paper Series on the Social Science Research Network (“SSRN”), and on its AccessLex Resources Collections site or any successor thereto. The foregoing will be collectively referred to herein as “AccessLex Sites”. This license also will allow AccessLex (including its affiliates and subsidiaries), in its/their sole discretion, to use for research and educational purposes any portion of the Materials to undertake or commission research consistent with AccessLex’s broad, nonprofit mission.

6. **Publicity.**

6.1. Grantee will consult, coordinate and cooperate with AccessLex to publicly announce the Grant, and to publicly disseminate any and all results generated thereby via AccessLex Sites, or, subject to the restrictions in Section 6.2, to media outlets and other appropriate persons and entities, in a manner consistent with the size, nature and subject matter of the Grant.

6.2. Grantee agrees that AccessLex, at its option, will have the exclusive right for 30 days after any Materials are finalized, approved by AccessLex and become available—to publish, publicize, disseminate or communicate same or any portion or summary thereof in any media now known or hereafter developed (“Exclusive Rights of First Publication”). In particular and without limitation, Grantee agrees to:

6.2.1. Grant AccessLex Exclusive Rights of First Publication to the content and substance of the final narrative Report (as set forth in Exhibit A), or any part or summary thereof, for 30 days after the final Report is submitted to and approved by AccessLex;

6.2.2. Associate any research paper (or similar publication/manuscript) arising or resulting from the Grant and authored by Grantee or individuals working on the Grant, whether alone or in concert with others, with AccessLex’s Research Paper Series on SSRN, to the extent that such research paper is submitted via SSRN upon the expiration of the 30-day exclusivity period outlined in the preceding Subsection; and

6.2.3. Provide prominent attribution to AccessLex as the source of Grant Funds in any publicly available final report, Grant project summary, research paper (or similar publication/manuscript), or any other publication of the Materials, in whole or in part, by Grantee, unless AccessLex directs otherwise in writing.

6.3. To the extent that this Agreement pertains to a programmatic or similar intervention targeting pre-law or law students, aiming either to increase law school diversity or to improve bar passage rates, Grantee agrees: (i) to provide prominent attribution to AccessLex as the source of Grant Funds, in or through any publicly available website, brochure or publication that advertises or disseminates information

about the intervention, unless AccessLex directs otherwise in writing; and (ii) to disseminate information and resources to such students, to be provided by AccessLex, regarding Ask EDNA!^(sm) – the Education Network at AccessLex, and its components.

6.4. Grantee expressly acknowledges and agrees that AccessLex may use Grantee's name as reasonably necessary and/or customary to: (i) describe Grantee; (ii) describe AccessLex's involvement in «Grant» project; (iii) identify Grantee as recipient of the Grant; and/or (iv) provide appropriate attribution. This right will not apply to Grantee's trademarks or logos, and AccessLex agrees to use such trademarks and logos only after obtaining Grantee's prior written consent (not to be unreasonably withheld), and in a form and format reasonably acceptable to Grantee. AccessLex acknowledges that Grantee owns and retains all right, title, and interest in and to Grantee's trademarks or logos, and that all goodwill arising out of the use of Grantee's trademarks or logos will inure to the sole benefit of Grantee.

6.5. Except as provided in this Section 6, Grantee will not use AccessLex's name, logos or trademarks (collectively the "AccessLex Marks") without acquiring prior written permission from AccessLex in each instance. Any such permitted use will at all times be subject to and in compliance with the "Standards for Use of AccessLex Name and Logo" attached hereto as Exhibit D, and any other guidelines or standards of quality that AccessLex may promulgate and communicate to Grantee from time to time regarding the use of the AccessLex Marks and/or the activities conducted in connection therewith. Grantee will direct any such requests for prior review and permission/approval for any such proposed usage to the General Counsel of AccessLex at (484) 653-3354, or legalnotices@accesslex.org. Grantee acknowledges that AccessLex owns and retains all right, title, and interest in and to the AccessLex Marks, and that all goodwill arising out of the use of the AccessLex Marks will inure to the sole benefit of AccessLex.

7. **Grantee Tax Status.**

Grantee represents that it is either (i) an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) an entity described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code. Grantee will immediately notify AccessLex if Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code, or if Grantee's status as an entity described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code is materially altered or if Grantee reasonably believes that its status as an organization or entity described in Section 501(c)(3), 170(c)(1) or 511(a)(2)(B) of the Code is in jeopardy.

8. **Termination.**

8.1. AccessLex may, in its sole discretion, immediately terminate this Agreement or take such other steps, such as suspending future funding, if any of the following occurs:

8.1.1. Grantee breaches any provision contained in this Agreement or AccessLex has a reason to believe that any obligation required of Grantee under this Agreement is not expected to be met, if Grantee has not cured such breach or anticipatory breach within seven (7) business days of receiving notice thereof.

8.1.2. Grantee fails to demonstrate compliance with the terms of the Grant, including but not limited to, progress toward Grant deliverables, as determined through review of Reports or otherwise.

8.1.3. Notwithstanding any other provision of this Agreement, Grantee uses any of the Grant Funds for any purposes not described in Exhibit A attached hereto.

8.1.4. (1) Grantee undergoes a significant change in leadership or any change that AccessLex believes may threaten Grantee's performance under this Agreement or completion of the work to be performed under the Grant, (2) Grantee dissolves or enters into any action to commence dissolution; or (3) a decree or order is entered by a court having jurisdiction with respect to Grantee or any substantial part of its property (i) for relief in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, (ii) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Grantee or for any substantial part of its property, or (iii) ordering the winding-up or liquidation of Grantee's affairs, and such decree or order will remain undismissed, unstayed and in effect for period of sixty (60) consecutive days; or (3) Grantee commences a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by Grantee to the entry of an order for relief in an involuntary case under any such law; or (4) the consent by Grantee to the appointment of or taking possession of by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Grantee for any substantial part of its property, or the making by Grantee of any general assignment for the benefit of creditors; or (5) the failure by Grantee generally to pay its debts as such debts become due; or (6) the taking of any action by Grantee in furtherance of any of the foregoing.

8.1.5. (a) Grantee ceases to be described as an organization exempt from federal income tax under Section 501(c)(3) of the Code; (b) Grantee's status as an entity described in Section 170(c)(1) or 511(a)(2)(B) of the Code is altered; or (c) Grantee's status as an organization or entity described in Section 501(c)(3), Section 170(c)(1), or Section 511(a)(2)(B) of the Code is in jeopardy.

8.1.6. AccessLex, in its sole discretion, determines that continuation of the Agreement will cause it to be in violation of any applicable law or regulation.

8.2. In the event the Agreement is terminated pursuant to Sections 8.1.1. through 8.1.6, Grantee will, upon written request from AccessLex, return to AccessLex the full amount of Grant Funds advanced under this Agreement as of the date of termination, including all previously expended Grant Funds.

9. **Limitation of Liability.**

IN NO EVENT WILL ACCESSLEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES FOR ANY NEGLIGENCE, BREACH OF CONTRACT OR ANY OTHER ACT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES COVERED HEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES.

10. **Indemnification.**

Unless prohibited by law, Grantee will protect, defend, indemnify and hold AccessLex, its directors, officers, employees, affiliated entities, subsidiaries, agents, representatives, successors, and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all damages, awards, judgments, settlements, losses, costs, expenses, obligations, claims, demands or liabilities, including costs of investigation, reasonable attorney's fees and court costs (collectively the “Damages”) suffered or incurred by any of the Indemnified Parties in connection with or arising out of this Agreement, the Grant, the Materials, and/or Grantee’s business or activities, REGARDLESS OF CAUSE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, INDEMNITY, STATUTE, STRICT LIABILITY OR OTHERWISE. Grantee further agrees that AccessLex may in good faith and on reasonable terms settle any such claims and that AccessLex's right to indemnification will extend to any such settlement, provided AccessLex has given notice of such claim and its intent to settle. AccessLex's right to indemnification is in addition to, and may be exercised independently of, any remedy held by AccessLex under this Agreement, at law or in equity. In connection with its indemnification obligations, Grantee will not accept any settlement which does not provide the Indemnified Parties with a complete release or imposes liability not covered by these indemnifications or places restrictions on the Indemnified Parties, without AccessLex’s prior written consent (not to be unreasonably withheld). The Indemnified Parties may participate in the defense of any claim through their own counsel, at their own expense.

11. **Conflicts of Interest.**

11.1. Grantee represents and warrants that Grantee has not entered into, and agrees not to enter into, any agreement, either written or oral, in conflict with this Agreement or into any agreement that purports to grant to a third party any of AccessLex’s rights as described herein.

11.2. Grantee agrees to disclose to AccessLex any potential or actual conflict of interest as soon as Grantee is or should be aware of such potential or actual conflict of interest.

12. Assignment and Subcontracting.

12.1. Grantee may not, without the prior written consent of AccessLex, assign or otherwise transfer this Agreement in whole or in part, whether by operation of law, merger, consolidation, sale of all or substantially all of its assets, or otherwise, in one transaction or a series of transactions. Any purported assignment or transfer in violation of the foregoing will be deemed and is void and a material breach of this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the Parties hereto and their respective permitted successors and assigns.

12.2. Grantee may select subgrantees or subcontractors to perform work under this Agreement; provided, that Grantee provides the name and qualifications of any subgrantee or subcontractor to AccessLex in writing and receives prior written approval from AccessLex, which remains in AccessLex's sole discretion. Grantee, and not AccessLex, is responsible for ensuring that any subgrantee and/or subcontractor complies with all terms of this Agreement, including using Grant Funds consistent with this Agreement.

13. General Provisions.

13.1. Grantee certifies that it does not promote or support terrorist activities and does not employ or deal with any entities or individuals on the Executive Order Annex List or other lists published by the U.S. Department of State or the U.S. Department of Treasury including the list of Specially-Designated Nationals and Blocked Persons (information about these lists may be obtained at www.ustreas.gov and www.state.gov).

13.2. Grantee represents and warrants that the Grant may not and will not be used for religious, lobbying, political activities or to support litigation.

13.3. If any provision of this Agreement is held to be invalid, the remaining provisions of the Agreement will continue to be valid and enforceable.

13.4. This Agreement will be construed, and the rights and obligations of the Parties will be determined in accordance with the laws of the State of Delaware, without regard to its choice of law rules and principles. The Parties agree that venue of any action, arising out of this Agreement will be in the federal or state courts located in Philadelphia, Pennsylvania or Chester County, Pennsylvania, as selected by AccessLex.

13.5. Grantee represents and warrants that it has full power and authority to enter into this Agreement, and that all activities conducted hereunder are and will be in full compliance with the requirements of all applicable laws, regulations and ordinances.

13.6. This Agreement contains the full understanding and agreement of the Parties, and no waiver, alteration or modification of any of the provisions to this Agreement will be

binding unless in writing and signed by an authorized officer of each Party.

13.7. No waiver by either Party or any breach, default, or series of breaches or defaults, and no failure, refusal, or neglect of either Party to exercise any right, power, or option given to it under this Agreement or to insist upon strict compliance with the terms of this Agreement will constitute a waiver of these provisions with respect to any subsequent breach or waiver by either Party or its right at any time thereafter to require exact and strict compliance with provisions of this Agreement.

13.8. Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement must be in writing and will be deemed to have been duly given: (i) on the earlier of actual receipt and five business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted by email, read receipt requested, provided the email is sent to the address listed below; or (iii) when delivered, if delivered personally or sent by express courier service. All notices to AccessLex must include a reference to the «Grant» project, «AccessLex _Grant_Number». All notices will be sent to Grantee at its address as set forth below or at such other address as Grantee will have specified in a notice given in accordance with this section:

ACCESSLEX:

AccessLex Institute
Attn: Executive Director, AccessLex Center for Legal Education Excellence
10 North High Street, Suite 400
West Chester, PA 19380
grants@AccessLex.org

With a copy to:

AccessLex Institute
Attn: Legal Department
10 North High Street, Suite 400
West Chester, PA 19380
legalnotices@AccessLex.org

GRANTEE:

Grantee Name
Attn:
Grantee Mailing Address
Grantee city, state, zip
Email: Grantee email address

13.9. AccessLex does not require or impose any quid pro quo condition beyond the terms of this Agreement and represents that there is no correlation or connection between its selection of Grantee and Grantee's business relationship (if any) or potential business relationship with AccessLex.

13.10. Nothing herein will be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Grantee and Grantee’s employees, contractors and agents (“Grantee’s Personnel”) are independent contractors and not employees of AccessLex. Grantee and Grantee’s Personnel do not have the power or authority to act for, represent, or bind AccessLex or any company or organization affiliated with AccessLex in any manner.

13.11. The individuals, by signing below on behalf of Grantee and AccessLex, represent and warrant that each has the authority to execute this Agreement according to its terms on behalf of each respective entity.

13.12. The respective rights and obligations of the Parties regarding intellectual property, publicity, post closeout and post-termination obligations, notices, indemnification and limitation of liability, will survive the Grant Closeout or termination of this Agreement, consistent with the intended import of these provisions.

By signing below, the Parties agree to be bound by the terms of this Agreement.

ACCESSLEX INSTITUTE

«ORGANIZATION_NAME»

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

GRANT SUMMARY, DISBURSEMENT AND REPORTING SCHEDULE

«Add short grant summary. »

Subject to Grantee's (i) timely, complete and satisfactory delivery of any required reports and data, (ii) approval of same by AccessLex, (iii) submission of an invoice, and (iv) ongoing compliance with the terms of the Agreement, AccessLex will make payments to Grantee on the following schedule based on the total Grant Funds amount of «\$ _____»:

Initial payment: «\$ _____»

Within 30 days of execution of grant agreement

Second payment: «\$ _____»

Within 30 days of receipt and approval of the interim reporting requirements due «Month» «Day», «Year»

Third payment: «\$ _____»

Within 30 days of receipt and approval of the interim reporting requirements due «Month» «Day», «Year»

Final Payment: «\$ _____»

Within 30 days of the final reporting requirements being received and approved

Grantee will submit narrative and budget progress reports according to the table below. Grantee will complete and submit all reports through the online application system available at <https://www.grantinterface.com/Home/Logon?urlkey=accesslex>

Instructions for completing reports through the online application system are available at <https://www.accesslex.org/online-grant-application-system>.

Reporting Requirement	Performance Period Covered	Report Due Date
Interim Narrative Report Interim Budget Report (submitted through the online application system)	Grant Execution Date – «Month» «Day», «Year»	«Month» «Day», «Year»
Interim Narrative Report Interim Budget Report (submitted through the online application system)	Grant Execution Date – «Month» «Day», «Year»	«Month» «Day», «Year»
Final Narrative Report Final Budget Report (submitted through the online application system)	Grant Execution Date – «Month» «Day», «Year»	«Month» «Day», «Year»

Research data files, if applicable (submitted through agreed-upon file transfer method)		
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EXHIBIT B
GRANT APPLICATION

EXHIBIT C

BUDGET

EXHIBIT D

STANDARDS FOR USE OF ACCESSLEX NAME AND LOGO