**GRANT AGREEMENT BETWEEN**

**ACCESSLEX INSTITUTE AND**

**«ORGANIZATION\_NAME»**

This grant agreement, including all exhibits, amendments and schedules hereto (“Agreement”) 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».

1. **Term.**

This Agreement is effective upon signature by both Parties and expires on «Project\_End\_Date», unless terminated earlier in accordance with this Agreement.

2. **Funding.**

2.1. Subject to Grantee's performance of all required actions under this Agreement, AccessLex will provide funding to Grantee, in an amount not to exceed «\_\_\_\_ dollars» ($«Grant­\_ Amount») (“Grant”). The funds will be disbursed in accordance with the “Disbursement and Reporting Schedule,” attached hereto as Exhibit A, which is incorporated by reference into this Agreement.

2.2. For Grants with multiple disbursements, including multi-year Grants, continued funding for Grants is contingent on satisfactory performance by the Grantee of its obligations under this Agreement, as determined by AccessLex in its sole discretion. AccessLex reserves the right to delay funding, or cease funding and terminate this Agreement at any time following a finding by AccessLex that any such obligation has not been met, or is not expected to be met.

2.3 Prior to any payment from AccessLex, Grantee must electronically submit a copy of its IRS Form W-9 to the AccessLex Accounts Payable department to accountspayable@accesslex.org. Invoices for payment must be submitted electronically to accountspayable@accesslex.org or via mail to:

AccessLex Institute

Attn: Accounts Payable

Box 790

West Chester, PA 19381

2.4. AccessLex does not require or impose any quid pro quo condition outside 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.

3. **Grant Activities.**

3.1. Grant funds must be used solely for the purposes described in the Grant Application, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference. Grantee acknowledges, represents and warrants that no Grant funds will be used for religious, lobbying, political activities or to support litigation.

3.2. Grant funds must be expended in accordance with the budget attached as Exhibit C. Grantee must obtain the prior approval of AccessLex to transfer more than 10% of the funds included any line item in such budget to any other line item(s); in no event will the total award amount be increased as a result of a shift in funds between budget line items.

3.3. Grantee shall submit narrative and financial reports (each, a “Report”) in accordance with the Disbursement and Reporting Schedule attached hereto as Exhibit A. Reports, which shall follow the reporting templates provided by AccessLex, shall describe the status of the project and the programs conducted by the Grantee and expenditures made with the Grant Funds. Reports shall also report on the Grantee’s compliance with the terms of this Agreement. AccessLex may discontinue funding if Reports fail to demonstrate compliance with the terms of the Grant, including, but not limited to, progress toward Grant deliverables.

3.4. Grantee shall provide additional Reports from time to time as AccessLex may request to monitor performance of Grantee’s obligations under this Agreement.

3.5. Grantee shall provide prompt notification of any development that might affect Grantee’s ability to carry out its obligations under this Agreement, including but not limited to, Grantee undergoing a merger, division, dissolution or other corporate reorganization; becoming subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or making an assignment for the benefit of creditors; or becoming subject to an investigation or proceeding brought by any regulatory agency; or receiving notice of any litigation or other legal action relating to the Grant.

3.6 Grantee shall invite a representative of AccessLex to participate, as an observer or member, in any body organized for the purpose of overseeing the research project funded by the Grant that includes persons not employed by Grantee and allow continuing participation throughout the term of this Agreement.

3.7 Upon request by AccessLex, Grantee will send at its sole expense an appropriate representative to the 2019 AccessLex Legal Education Research Symposium and the 2019 Bar Research Forum and present the results of the [grant] on a panel or otherwise.  For grants up to $125,000, Grantee may budget up to $1,000 for travel costs associated with fulfilling such a request.  Notwithstanding any other provision of the Grant Agreement, such amount shall be paid to any Grantee requested to attend the 2019 AccessLex Legal Education Research Symposium and the 2019 Bar Research Forum upon the fulfillment of its duties described in this paragraph.

4. **Accounting and Audit.**

4.1. Grantee shall maintain all relevant financial and accounting records pertaining to this Agreement in accordance with generally accepted accounting principles and other procedures as may be reasonably specified by AccessLex. Grantee will retain such records for a period of four 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 inspection, 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.**

Any findings, reports and other materials produced as a result of this Grant (collectively, the “Materials”) will be exclusively owned by the Grantee and the Grantee therefore shall own the complete right, title, and interest, including, without limitation, the copyright, in and to the Materials. The Grantee agrees to grant, and does hereby grant to AccessLex, a worldwide, 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, including, without limitation, for AccessLex’s use of the Materials on AccessLex’s website and on its Research Paper Series on the Social Science Research Network (SSRN). AccessLex reserves the right, in its sole discretion, to use for research and educational purposes any data, in anonymized format, used by Grantee to undertake research activities funded, in whole or part, by AccessLex. Grantee agrees to provide relevant data to AccessLex upon request. Anything to the contrary notwithstanding, the license set forth in this paragraph shall survive any termination or expiration of this Agreement. Grantee represents and warrants that any Materials produced by Grantee under this Grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

6. **Publicity**.

6.1. Grantee will consult with, coordinate and cooperate with AccessLex to publicly announce the Grant, and any results generated thereby or any other Materials, to media outlets and other appropriate persons and entities, in a manner consistent with the size, nature and subject matter of the Grant. AccessLex will have the exclusive right for 30 days after the grant is publicly announced by a press release to publish the results on AccessLex’s website. Further, AccessLex will have the independent right, in its sole discretion, to publicize or otherwise publicly communicate information about the Grant and in any media now known or hereafter developed. Grantee expressly acknowledges and agrees that AccessLex may use Grantee’s name as reasonably necessary and/or customary to: (a) describe the Grantee; (b) its involvement in «Project\_Title» project; (c) identify it as recipient of the Grant; and/or (d) to provide appropriate attribution. The foregoing right shall not apply to Grantee’s trademarks or logos, and AccessLex agrees to use such trademarks and logos only after obtaining Grantee’s prior consent (not to be unreasonably withheld), and in a form and format reasonably acceptable to Grantee. In any report or publication funded by the Grant funds, Grantee will acknowledge that the publication was supported in whole or in part by AccessLex unless AccessLex directs otherwise.

6.2 Grantee will provide, in a prominent manner, attribution of AccessLex as the sole funding source of this Analysis, including the use of AccessLex’s name, logos and trademarks, on all printed and electronic materials, wherever appropriate.

6.3. Except as provided in Section 6.2, 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 shall at all times be subject to and in compliance with the “General 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 shall 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 (a) an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or (b) 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 substantial jeopardy.

8. **Termination.**

8.1. AccessLex may immediately terminate this Agreement if:

8.1.1. Grantee uses any of the Grant funds for any purposes not described in the Grant Application or for any religious, lobbying, political activities or litigation.

8.1.2. Grantee (a) 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 materially 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 substantial jeopardy.

8.1.3. Grantee breaches any of the terms or conditions of this Agreement and Grantee has not cured such breach within 7 days of receiving written notice of such breach.

8.1.4. AccessLex, in its sole discretion, determines that continuation of its obligations under this Agreement will cause it to be in violation of any applicable law or regulation.

8.2. In the event the Agreement is terminated prior to the scheduled expiration date pursuant to Paragraphs 8.1.1, 8.1.2 or 8.1.3, Grantee will, upon written request from AccessLex, provide a full accounting of the receipt and disbursement of grant funds as of the effective date of termination and return to Access Lex the full amount of funds advanced under this Agreement as of the date of termination, subject to the terms of the Unspent Funds Policy described in Exhibit A.

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.**

10. **Indemnification.**

Unless prohibited by law, Grantee shall 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 EVEN IF CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES, 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. The indemnity provision set forth in this Agreement will survive the termination or expiration of this Agreement.

11. **General Provisions.**

11.1. 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).

11.2. 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 shall be deemed null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective permitted successors and assigns.

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

11.4. 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 New Castle County, Delaware or Chester County, Pennsylvania, as selected by AccessLex.

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

11.6. 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.

11.7. 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.

11.8. 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) 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, return 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 «Project\_Title» project, «AccessLex \_Grant\_Number». All notices will be sent to the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

**ACCESSLEX:**

Mailing Address:

AccessLex Institute

Attn: Executive Director, AccessLex Center for Legal Education Excellence

440 First Street, N.W.

Suite 550

Washington, DC 20001

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:**

Mailing Address:

Attn: Contact Name

Organization Street Address

City, State Zip

Tel: Primary Contact Phone

Email: Primary Contact Email Address

11.9. 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.

**SIGNATURE PAGE FOLLOWS**

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**

**DISBURSEMENT AND REPORTING SCHEDULE**

Subject to Grantee’s (i) timely and complete delivery of any required reports, (ii) submission of an invoice 30 days in advance of the payment date (except that invoice may be delivered at the effective date of the Agreement for the initial payment), and (iii) ongoing compliance with the terms of the Agreement, AccessLex will make payments to Grantee on the following schedule:

Initial payment: «$ \_\_\_\_\_»

Within «Days» upon execution of grant agreement

Second payment: «$ \_\_\_\_\_»

On or about «Month» «Day», «Year»

Third payment: «$ \_\_\_\_\_»

On or about «Month» «Day», «Year»

Final Payment: «$ \_\_\_\_\_»

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

Grantee shall submit narrative and budget progress reports according to the table below. Grantee shall complete and submit all reports through the online application system available at <https://www.grantinterface.com/Common/LogOn.aspx>.

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 ReportInterim Budget Report(submitted through the online application system)  | Grant Execution Date – «Month» «Day», «Year» | «Month» «Day», «Year» |
| Interim Narrative ReportInterim Budget Report(submitted through the online application system) | «Month» «Day», «Year»– «Month» «Day», «Year» | «Month» «Day», «Year» |
| Interim Narrative ReportInterim Budget Report(submitted through the online application system) | «Month» «Day», «Year»– «Month» «Day», «Year» | «Month» «Day», «Year» |
| Final Narrative ReportFinal Budget Report(submitted through the online application system) | Grant Execution Date – «Month» «Day», «Year» | «Month» «Day», «Year» |

**Unspent Funds Policy**

Any grant funds that are not expended, obligated or otherwise committed when the Agreement is terminated or expires must be promptly returned to AccessLex according to the following guidelines:

**(1)** AccessLex does not require the return of unspent grant funds totaling $1,000 or less. Note: The total for unspent funds includes any remaining earned interest. In final budget report, note any unspent funds and indicate the grant-related purpose for which you will use the funds if retained. No further report beyond the final budget report as included above in the Disbursement and Reporting Schedule outlined above is required.

**(2)** If unspent grant funds are greater than $1,000 *and* the project is not complete, Grantee may request a no-cost extension of up to six (6) months to spend the 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.

**EXHIBIT B**

**GRANT APPLICATION**

**EXHIBIT C**

**BUDGET**

**EXHIBIT D**

**STANDARDS FOR USE OF ACCESSLEX NAME AND LOGO**