**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» (the “Grant”).

1. **Term.**

* 1. This Agreement is effective upon signature by both Parties and expires on «Project\_End\_Date» (the “Grant Closeout”), unless terminated earlier in accordance with this Agreement.
	2. Grant Closeout consists of the timely submission and approval of all required reports, data (including any required de-identified data files) and adjustments (including any Unspent Funds) due to AccessLex or Grantee.

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 outlined in the “Grant Summary, Disbursement and Reporting Schedule,” attached hereto as Exhibit A.

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

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 as Exhibit B.

3.2 Grantee may utilize sub-contractors for the Grant that are identified in Grantee’s application and are pre-approved by AccessLex in its sole discretion. Grantee is responsible for ensuring that any such sub-contractor(s) comply with all terms of the Agreement, including use of grant funds consistent with the requirements of this Agreement.

3.3. 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.

3.4. Grantee shall submit narrative and financial reports (each, a “Report”) in accordance with the Grant Summary, 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(s), the programs conducted by the Grantee under the Grant, expenditures made from the Grant Funds, Grant compliance matters and any other information requested.

3.5 Grantee shall employ sufficient administrative, physical and technical data security measures to protect all documents and data relating to the Grant, including but not limited to, protecting confidential or personally identifiable information from unauthorized access.

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

3.7. Grantee shall provide prompt notification of any development that might affect Grantee’s ability to fulfill 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; 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.

3.8 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.

3.9. Upon request by AccessLex, Grantee will send, at its sole expense, an appropriate representative to the «Year» AccessLex Legal Education Research Symposium 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 «Year» AccessLex Legal Education Research Symposium upon the fulfillment of its duties described in this paragraph.

4. **Accounting and Audit.**

4.1. Grantee shall 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 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. 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, its Research Paper Series on the Social Science Research Network (SSRN) and on its AccessLex Resources Collections site or any successor thereto. 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 such licensed data to AccessLex upon request. Grantee represents and warrants that any Materials produced by Grantee under this Grant will be original, 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 any results of the Grant are publicly available to publish the results, including the final report, on AccessLex’s website, including but not limited to the AccessLex Resources Collections site. Further, AccessLex will have the independent right, in its sole discretion, to publicize or otherwise publicly communicate information about the Grant 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 Grantee; (b) its involvement in «Grant » 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 prominently 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, if applicable, of this Grant, 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 “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, in its sole discretion, immediately terminate this Agreement or take such other steps, such as suspending future funding, if:

8.1.1. Grantee breaches this Agreement or AccessLex has a reasonable basis to believe that any obligation required of Grantee by this Agreement is not expected to be met, if Grantee has not cured such breach or anticipatory breach within seven 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.

8.1.4. (1) Grantee dissolves; or (2) 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 shall remain undismissed, unstayed and in effect for period of 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 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.

8.1.6. 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 Paragraphs 8.1.1. through 8.1.5. prior to the scheduled expiration date, 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.**

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.

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](http://www.state.gov)).

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

11.3. 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 and is 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.

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

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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.

11.9. 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, 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 «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:**

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:

Grantee Name

Attn: \_\_\_\_\_\_\_\_\_\_\_\_

Grantee Mailing Address

Grantee city, state, zip

Email: Grantee email address

11.10. 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.

11.11. 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.

11.12. The respective rights and obligations of the parties set forth in sections 3.5, 4.1, 5, 6, 9 and 10 of this Agreement shall survive the Grant Closeout or termination of this Agreement.

**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**

**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 (including, if requested, de-identified data files), (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: «$ \_\_\_\_\_»

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 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» |
| Post-Grant Closeout Data(submitted through agreed upon file transfer method) |  |  |

**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 (meaning no additional funding will be provided) 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**