

INDIANA BAR FOUNDATION

230 East Ohio Street, Suite 200 • Indianapolis, Indiana 46204
(317) 269-2415 or (800) 279-8772 • (317) 269-2420 Fax

GRANT AGREEMENT

This Grant Agreement (Agreement) is made this day by and between the Indiana Bar Foundation (Foundation) and _____ (Grantee) to fund _____ (The Project). The grant period covered by this Agreement is from _____ to _____.

Unless otherwise agreed in writing, this Agreement must be properly completed, signed and returned to the Foundation offices within forty (40) days after the date of Grantee's receipt of this Agreement. If this Agreement is not properly and timely completed, signed and returned to the Foundation, it shall automatically terminate on the forty-first (41) day after the Grantee's receipt of this Agreement.

I. INTRODUCTION

The provisions of this Agreement are applicable to and binding upon Grantee. The Grantee understands that the acceptance of the Grant creates a legal duty on the part of the Grantee to use the Grant funds in accordance with the terms of this Agreement and to comply with all provisions and conditions of this Agreement.

The Grantee has made certain representations and assurances to Foundation in its Grant Application and any amended application materials, which are on file at the Foundation offices, and acknowledges that Foundation has relied on such representations and assurances in awarding this grant. Whenever the Foundation finds that the Grantee is not complying with the terms and conditions of this Agreement or has diverted Grant funds for purposes other than those for which they are awarded or paid, the Foundation shall make no further grants or payments on current grants until the Grantee repays or arranges for repayment of the Grant funds which have been improperly diverted or expended.

Grantee shall give immediate notice to Foundation if any such representations and assurances can no longer be fulfilled or if the facts on which they were based change in any material way. Examples of material changes include, but are not limited to:

- A. Change in tax status;
- B. Questions raised in any financial or operation audit conducted in-house or by any governmental agency including, but not limited to, the Internal Revenue Service and the Indiana Department of Revenue;
- C. Changes or additions to the scope of activities of Grantee; and

- D. The fact that the project cannot, for any reason, be undertaken or accomplished, or undertaken or accomplished at the time stated in the grant application and any supplements thereto.

II. GRANT CONDITIONS

The Grantee agrees to administer the Grant in compliance with the following terms and conditions:

- A. The Grant Application prepared and executed by Grantee and all supplements thereto which were submitted to the Foundation through _____ (date) are incorporated into this Agreement. Grantee represents that all information in the Grant Application and any supplement thereto is true and correct. Further, Grantee agrees to administer the Grant in full compliance with the information contained in the Grant Application and any supplements thereto, and states that all Grant funds will be used totally for the purposes set forth and represented in the Grant Application and any supplements thereto.
- B. Funding of the Grant is contingent upon the Foundation's determination that funds are available.
- C. All Grants awarded by the Foundation are contingent upon the execution of this Agreement, which must be signed by an officer or director of the Grantee organization. The original Agreement will be retained by the Foundation and a copy returned to the Grantee.
- D. In the event the Grantee fails to comply with any of the terms and conditions of the Agreement, the Foundation may, in its sole discretion:
 - 1. Withhold any/all Grant payments until discrepancies or shortcomings are resolved to the satisfaction of the Foundation, or
 - 2. In the event of unresolvable noncompliance, rescind the Grant award, terminate this Agreement and request a partial or complete refund of monies advanced to the Grantee pursuant to this Agreement.

III. GRANT ACCOUNTING, RECORDS AND REPORTS

- A. Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles for organizations of its type, and provide for such physical control as is necessary to assure proper disbursing of and accounting for project funds. The Grantee will maintain records and accounts for this project/Grant for a period of not less than three years after the Foundation accepts its final report required by paragraph C of this Section III. Foundation's staff and officers may review Grantee's records relating to the administration and performance of the grant at any time, during normal business hours, with at least three (3) days' advance written notice.
- B. The Grantee will provide such interim status reports as may be requested by the

Foundation, in a form acceptable to the Foundation, which shall include, inter alia, the following information:

1. A summary of receipts and disbursements of all project/Grant funds incurred during the reporting period, as well as the total project/Grant-to-date receipts and disbursements; and
 2. A narrative account of the project/Grant status, including a summary of goals versus accomplishments.
- C. The Grantee will provide a final report to the Foundation within 30 days of any of the following: the completion of the project; the conclusion of the Grant period (or extension of the Grant period, if appropriate); receipt of written notice from the Foundation that the Foundation considers the grant or project complete. The Final Report must include:
1. A final financial report summarizing the use of Grant funds, including a complete statement of income and expenses;
 2. A report of any project/Grant fund surplus, including a refund of any unexpended Grant funds remaining at the completion of the project/Grant. Refunds should be made by check payable to the "Indiana Bar Foundation;"
 3. An audit and management letter, if available;
 4. A final narrative report providing a detailed description of the project/Grant goals and its actual accomplishments; and
 5. All material produced as a result of the grant, whether written, printed, video-taped, audio-taped, etc., will be provided without charge to Foundation. Grantee acknowledges that Foundation may, at its sole option, make the material available for public use through Foundation.

IV. LIMITATIONS ON USE OF GRANT FUNDS

- A. Grant funds may be expended only for those purposes and activities set forth in the Grant Application including supplements thereto as originally approved by the Foundation, or as subsequently amended and approved in writing by the Foundation. Written requests for amendments must be submitted and approved prior to significant revisions of the project/Grant, such as:
1. Changes of project/Grant scope, purpose, activities, dates and times, or principal participants;
 2. Changes in the project/Grant director or other professional personnel identified in the approved proposal;
 3. Changes in duration of the Grant period (such changes must be requested at least 30 days prior to the termination of the Grant period).

- B. All funds not expended or committed for the purposes of the grant, and all funds not used in strict accordance with the Grant Application, Grant Guidelines, and Grant Progress Reports shall be repaid to Foundation not later than thirty (30) days following the end of the grant period, in the form of a check payable to Foundation. Grantee shall be responsible for Foundation costs of collection, including legal fees.

V. PROPERTY RIGHTS AND COPYRIGHTS

The Foundation reserves the property rights, copyrights and all other rights of reproduction with respect to any intellectual property rights produced or procured with Grant funds.

VI. ACKNOWLEDGMENT OF SUPPORT

- A. Where possible, all publicity releases, informational brochures, printed programs, publications and public reports pertaining to the approved Grant must acknowledge support in substantially the following form:

“This program (project/Grant, publication, etc.) was financially assisted by the Indiana Bar Foundation.”

- B. Where possible, all publications, films, audio and video recordings produced under a Foundation Grant must include acknowledgment of Foundation support, in substantially the following form:

"This program (project/Grant) was made possible in part by a Grant from the Indiana Bar Foundation."

- C. The following disclaimer must be included in all publications, informational brochures, printed programs, public reports, films, audio and video recordings produced under the Foundation Grant, or announced at any public program concerning the Grant or its resultant product:

"The views expressed herein do not necessarily represent those of the Indiana Bar Foundation."

VII. MODIFICATIONS

Any modification of the terms of this Agreement must be in writing executed by the Foundation and Grantee. The Foundation shall not be liable for any costs incurred by the Grantee which are not in conformance with the terms of this Agreement.

VIII. NON-DISCRIMINATION

Grantee shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, handicap, or national origin against (1) any person applying for employment or employed by Grantee with respect to any personnel action proposed or taken concerning the Grantee or employee; or (2) any person seeking participation in, or the benefits or proceeds of, the program

or projects supported in whole or in part by the grant.

IX. LIABILITY

In making this Grant, the Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the Grant.

X. NONCOMPLIANCE AND TERMINATION

Failure of the Grantee to comply promptly with any and all provisions of this Agreement shall be sufficient cause for the Foundation to terminate this agreement. Such termination shall be effective on receipt by the Grantee of written notice from the Foundation. In the event of termination, Grantee must still comply with the reporting, refund and reimbursement portions of this Agreement.

XI. SPECIAL CONDITIONS

Notwithstanding any other provision of this Agreement, the Grantee accepts the following conditions:

XII. CORRESPONDENCE

Grantee shall direct all reports, correspondence, and refunds to:

**Indiana Bar Foundation
Indiana Bar Center
230 East Ohio Street
Suite 200
Indianapolis, Indiana 46204**

XIII. ACCEPTANCE

By execution hereof, Grantee hereby signifies its acceptance of the Grant in the amount of \$_____ from the Foundation under the terms and conditions stated in this Agreement, and that the undersigned is authorized to execute this Agreement on behalf of Grantee and to bind Grantee to the terms of this Agreement.

WITNESS OUR SIGNATURES this _____ day of _____, 20_____.

INDIANA BAR FOUNDATION

By _____

Title _____

GRANTEE

By _____

Title _____