

Grant Agreement

This Grant Agreement (hereinafter referred to as Agreement) is made this day by and between the Ohio State Bar Foundation, the Professional Honorary of Ohio Lawyers, (hereinafter referred to as Foundation) and the ***** (hereinafter referred to as Grantee) to fund *****.

The grant period covered by this Agreement is from **** to *****.

Unless otherwise agreed in writing, this Agreement must be properly completed and signed and returned to the Foundation office within 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 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.

It is understood and agreed by the Grantee that:

A. 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.

B. Grantee will immediately report to the Foundation any significant changes in the project funded by the Grant. "Significant changes" include, but are not limited to, 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, or in this Agreement; and the examples stated in Section IV of this Agreement.

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 ***** 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. Funding of the grant is contingent upon the execution of this Agreement, which must be signed by an officer or director of the Grantee organization. The original 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. The Grantee will 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/Grant funds.

B. The Grantee certifies that accounts and supporting documentation relating to project/Grant expenditures will be adequate to permit an accurate and expeditious audit by the Foundation or by its designated representative.

C. The Grantee will maintain records and accounts for this project/Grant for a period of not less than four years after the Foundation accepts its final report required by paragraph E of this Section III.

D. 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.

2. A narrative account of the project/Grant status, including a summary of goals versus accomplishments.

E. 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 "Ohio State Bar Foundation".
3. The Grantee's audited financial statements issued during the grant period and a copy of any facts of the management letter relating to the project or grant, if available;
4. A final narrative report providing a detailed description of the project/Grant goals and its actual accomplishments; and
5. A copy of all audio/visual, literary products or publications resulting from the project/Grant.

F. Within 60 days of the times stated in E. above, the Grantee will provide a comprehensive version of the Final Report to the Foundation which includes all statistical, financial, and narrative information necessary to evaluate the project/Grant.

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. Any Grant funds that remain uncommitted at termination of the Grant period must be returned with the Final Report by check payable to the Foundation as noted in paragraph E. 2. Above. All Foundation funds, or properties acquired with Foundation funds, which are determined after audit and hearing to have been improperly applied, must be returned to the Foundation.

V. PROPERTY RIGHTS, COPYRIGHTS

Those making materials available to the Grantee for publication or inclusion as part of this project or program shall retain all property and copyright interests in the materials they make available. The Grantee will only publish material in compliance with the property and copyright interests of those who have developed the original materials. The Grantee will only make use of materials made available with an understanding that the Grantee may authorize any use of those materials, which it deems appropriate. Notwithstanding the above, the Foundation reserves the property rights, copyrights, and all other rights of reproduction with respect to any intellectual property 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 Ohio State 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 Ohio State 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 Ohio State 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. 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.

IX. NONCOMPLIANCE/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.

X. SPECIAL CONDITIONS

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

XI. 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 the ____ day of _____, _____.

OHIO STATE BAR FOUNDATION

By: _____

Title: _____

GRANTEE

By: _____

Title: _____