

**Opportunity Grant Program**

**Grant Agreement**

**Grantee:** Click or tap here to enter text.

**Grant Amount:** Click or tap here to enter text.

**Project/Grant Start Date:** Click or tap to enter a date.

**Project/Grant End Date:** Click or tap to enter a date.

1. Insert Name of Organization, hereinafter, the Grantee, as a condition of accepting funds from the American Bar Endowment (the “ABE”), agrees that the entire amount of the grant proceeds will be used to implement the charitable purposes of the project for which the grant is made. The grant funds may not be used for any cost or expense other than those reflected in the budget submission approved by the ABE as part of this grant award. The Grantee affirms that no ABE awarded funds will be paid to any third party for services provided to obtain the grant.
2. If the Grantee (a) becomes aware that the purposes for (and/or implementation of) this grant have become impracticable, (b) wishes to terminate the charitable project funded, (c) wishes to redirect the purpose of the grant, or (d) makes a change in any Grantee personnel specified in the grant request, the Grantee must immediately notify the ABE in writing. The Grantee may also propose a new or revised use for the grant funds for consideration by the ABE. In that event, the ABE may, in its sole discretion, agree to a new or revised use, or among its other rights and remedies, terminate the grant and require the Grantee to immediately repay the ABE any funds that have been released by the ABE to the Grantee.
3. The ABE reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if in the sole discretion of the ABE such action is deemed necessary. Such actions may be necessary if: (1) Grantee does not fully comply with the terms and conditions of the grant, (2) to protect the purpose and objectives of the grant or other charitable activities of the ABE; or (3) to comply with any law or regulation applicable to the Grantee, the ABE, or this grant.

If the Grantee wishes to redirect the purpose of a grant, extend the proposed project timeline, or terminate the funded project, a written proposal to do so should be timely submitted to ABE for consideration. ABE may, in its sole discretion, approve the proposal. It may also terminate the grant and require the Grantee to immediately repay any funds that have been released by the ABE to the Grantee.

1. If the Grantee wants to make alterations in or additions to the budget for the project that was submitted to the ABE in the Opportunity Grant Application that total 25% or more of a budget category, prior approval written from the ABE is required.
2. All funds granted by the ABE to the Grantee, until used by the Grantee for purposes of the grant, may not be used for any other purpose or invested in any manner that jeopardizes or impairs the ready availability of the grant funds for the purposes of the grant or for return to the ABE as required by paragraph 2 of this Grantee agreement.
3. A written report on the status of the purpose of the grant and a financial accounting on the expenditure of grant funds awarded must be made to the ABE within six (6) months of the project start date. Grantees also are expected to report on the status of project within 60 days of the project end date, stated above. Grantees will use the report forms provided by the ABE to make grant reports. The narrative report and the financial report must be submitted together. They may be sent by U.S. Mail or as a pdf attachment to an email addressed to the Assistant Executive Director of the ABE. If a reporting due date falls on a weekend or national holiday, the deadline is extended to 4:30 p.m. on the next non-holiday weekday. Deadlines are based on Central Time. Project timelines will only be adjusted after request by the grantee and written approval by the ABE. No future grant applications will be accepted, or grants made to the Grantee by the ABE if this reporting and accounting is not made timely.
4. Changes in Scope or Key Personnel Tied to a Grant Award. Contact the ABE immediately if the Grantee:

* becomes aware that the purposes for (and/or implementation of) the grant

have become impracticable;

* wishes to terminate the charitable project funded;
* wishes to redirect the purpose of the grant; or
* makes a change in lead personnel tied to the grant.

1. The Grantee must publish notification of the support provided by the ABE Opportunity Grant and such notification and any other related public announcements must be approved by the ABE in writing before being released in internally or externally produced communications/publications.
2. The ABE reserves the right to publish all or any portion of the application and application related materials submitted with the application by the Grantee. In addition, the ABE may include a link to the website of the recipient institution and/or grant project in ABE publications. No use of the ABE trademarks or reference to the American Bar Association may be made without the prior written approval of the ABE (which may be conditioned on approval by the American Bar Association).
3. If a grant is awarded that has a matching feature, the Grantee is required to obtain the matching funds necessary to fully implement the project before the Opportunity Grant funds will be released. Upon raising the match amount, the Grantee must provide the ABE with information about the sources of the matching gifts and evidence of receipt of those funds.
4. If an Opportunity Grant is awarded for funds to be contributed to an endowment, the principal must be maintained in perpetuity and earnings will be used solely to support the purpose for which the Opportunity Grant was made.
5. If any part of the Opportunity Grant funds is to be used for endowed fellowships, chairs and similar awards, the Grantee must provide the ABE with periodic reports on the selection process, the progress of the search and the names and backgrounds of those receiving the awards. However, the ABE will not influence the selection in any way.
6. An Opportunity Grant awarded by the ABE under this agreement is deemed to have been entered into in Cook County of Illinois and Illinois law will apply to the interpretation and enforcement of the grant provisions.
7. Payment Contingencies. If payment of the Opportunity Grant award is contingent on the Grantee meeting certain condition(s) as stipulated in the ABE’s grant award letter, the ABE requires that a letter informing the ABE of the status of satisfying the condition(s) be submitted every month following the date of the grant award until the condition(s) has been met. The ABE may withhold grant funds until the contingency is met. If the contingency has not been met within twelve (12) months of the award date, the grant is automatically terminated, and the ABE has no obligation to release any funds to the grantee. If any grant funds were released prior to meeting the contingency and the contingency is not met within twelve (12) months of the award date, all unspent funds must be returned to the ABE as well.

A contingency update must address the following points:

* Progress on meeting the contingency
* Project timeline impact
* Revised project budget (if applicable)
* Status of the project

If the condition is met prior to the update due date, required documentation can be submitted at that time. Once the condition(s) has been met and payment has been received, the Grantee will be notified when the first interim progress report is due. On a case by case basis, the Grantee will be notified in writing if the ABE requires information and/or reports on a different schedule.

1. Notices and Approvals: Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party’s primary contact specified in item 14 or on the Agreement Signature Page, or as otherwise directed by the other Party.
2. Report Submissions: If you are unable to submit any report by email, please send it to:

American Bar Endowment

Attention: Jackie Casey

jcasey@abenet.org

321 N. Clark Street

14th Floor

Chicago, IL 60654-7648

Executed by an Authorized Officer of the Grantee and the ABE to Witness Their Agreement with the Terms of this Opportunity Grant Agreement.

**ABE**

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Joanne Martin Executive Director

**Grantee**

Click or tap to enter a date.

Grantee Signature (scanned signature is acceptable) Date

Click or tap here to enter text. Click or tap here to enter text.

Print Name Title