

**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. Click here to enter grantee name, 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 received from the ABE will be used only to support programs and activities deemed charitable under Section 501(c)(3) of the United States Internal Revenue Code. 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. The Grantee agrees that ABE funds will not be used to lobby or otherwise attempt to influence legislation or conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code. The Grantee agrees that ABE funds will not be used to conduct voter registration drives or activities or to support or oppose any candidate for elected public office.
3. The Grantee certifies that the ABE funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.
4. 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 7 of this Grantee Agreement.
5. To the Grantee’s best of knowledge, it represents that no proposal, threat, or suggestion by the Internal Revenue Service has been made concerning the Grantee’s 501(c)(3) status.
6. The Grantee certifies that in conducting its affairs, it does not discriminate against any person on the basis of race, color, national origin/ancestry, religion, sex, sexual orientation, gender identity or expression, age, physical and mental disability, marital status, military or veteran status, or any other basis protected by federal, state or local law; ordinance; or regulation.
7. 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) proposes to redirect the purpose of the grant, d) wishes to extend the proposed project timeline, or (e) 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. The ABE may, in its sole discretion, agree to any of the above noted proposed changes, 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.
8. 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.
9. 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.
10. A report on the status of grant objectives and a financial accounting on the expenditure of grant funds awarded is due six months following the project start date – enter report date - Click or tap to enter a date. A final written report is due within 30 days of the project end date – enter report date - Click or tap to enter a date.. 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; however, by email as an attachment to Izzy Eisen at ieisen@abenet.org is preferred. 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 submission of a 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.
11. 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.
12. 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 logo may be made without the prior written approval of the ABE.
13. 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.
14. 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.
15. 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.
16. 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); and
* Status of the project.

If the condition(s) 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 as appropriate to the ABE’s contact noted below or to the Grantee’s authorized representative as noted below or as otherwise directed by the Grantee.
2. Report Submissions: If email submission to ieisen@abenet.org is not possible, please send by U.S. mail to:

American Bar Endowment

Attention: Izzy Eisen

321 N. Clark Street

Chicago, IL 60654-7648

Executed by an Authorized Representative of the Grantee and the Executive Director of the ABE.

**ABE**

Click or tap to enter a date.

Executive Director Date

**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