

THE **BARBARA MCDOWELL**  
AND **GERALD S. HARTMAN**  
FOUNDATION

SOCIAL JUSTICE THROUGH LEGAL ACTION

**GRANT AGREEMENT OF THE  
BARBARA MCDOWELL FOUNDATION**

On \_\_\_\_\_ the Barbara McDowell Foundation (“Grantor” or “Foundation”) awarded a grant to \_\_\_\_\_ (Grantee) of \$\_\_\_\_\_ in connection with the case, \_\_\_\_\_ as described in Grantee's grant application.

The Grantor and Grantee agree as follows:

1. Agreement that Grantee will provide by email in Word format within two weeks of the Foundation notifying Grantee of its grant award a brief written description of the Grantee organization and summary of Grantee’s funded case for the Foundation to place on its website and blog or other online postings.
2. Agreement for Grantee to discuss quarterly by telephone the progress of their grant funded case with the Foundation.
3. Agreement for Grantee to submit to the Foundation in Word format a Six-Month Report with the progress of the grant funded case no later than April 15<sup>th</sup> of the year following the date of the award of the grant. This short report -- no longer than two pages -- details the status and progress of the case over the first six months of the grant period (October 1<sup>st</sup> – March 30<sup>th</sup>) and is submitted in conjunction with the Second Quarter Timesheet (see Number 6 below). The Six-Month Report, which will be posted on the Foundation’s website, should include:
  1. A summary of the general direction/progress of the case.
  2. Significant decisions in the case, including attachments.
  3. Progress anticipated in the next six months.
  4. Links to media coverage, if any, of the case.
  5. Photos, if any, of the case for which the Foundation has permission to use in

its electronic and published materials, with descriptions and attributions.

6. Names of attorney(s) whom the Foundation can contact if the Foundation requires further information.
  
4. Agreement for Grantee to submit to the Foundation in Word format a Year-End Report on the anniversary date of the award of the grant but no later than October 15<sup>th</sup> of the year following the date of the award of the grant. This short report -- no longer than two pages -- details the status and progress of the case over the second six months of the grant period (April 1<sup>st</sup> – September 30<sup>th</sup>) and is submitted in conjunction with the Fourth Quarter Timesheet (see Number 6 below). The Year-End Report, which will be posted on the Foundation's website, should address the six items required in the Six-Month Report, as outlined above in Number 3.

If a grant will be sought for the subsequent year, then the Year-End Report must be submitted by August 1<sup>st</sup>. If that report is not submitted by August 1<sup>st</sup>, a grant for the subsequent year will not be considered.

5. Agreement for Grantee to submit to the Foundation a First-Quarter Report and a Third-Quarter Report with a brief update – no longer than two paragraphs – on the status of the case for which the grant was given with any timely and noteworthy updates from the preceding quarter. These reports, submitted in conjunction with the First-and-Third-Quarter Timesheets, respectively (see Number 6 below), will be shared via the Foundation's website and social media accounts.
  
6. Agreement for the Grantee to submit a quarterly timesheet with the daily time records of the previous quarter's work on the grant funded case. The timesheet should be submitted in a spreadsheet and include:
  - a. hours worked each day by tenths of an hour by each attorney who worked on the case for which the grant was received
  - b. description of each task performed by that attorney.
  - c. date that the work by that attorney was performed.
  - d. hourly billing rate for that attorney
  - e. total hours worked and total time charges for the case for the preceding quarter

A sample time sheet can be [found here](#). This information allows the Foundation to see how its grant funds were being utilized and attributed to the case for which the grant was awarded.

## TIMESHEET SCHEDULE

The timesheets span the one-year period from the date of the grant award beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> and are submitted in the following schedule:

1. **First Quarter Timesheet**, covering the first quarter of the grant, October 1 – December 31<sup>st</sup>, is due January 15<sup>th</sup>:
  2. **Second Quarter Timesheet**, covering the second quarter of the grant, January 1<sup>st</sup> – March 31<sup>st</sup>, is due April 15<sup>th</sup>.
  3. **Third Quarter Timesheet**, covering the third quarter of the grant, April 1<sup>st</sup> – June 30<sup>th</sup>, is due July 15<sup>th</sup>.
  4. **Fourth Quarter Timesheet**, covering the fourth quarter of the grant, July 1<sup>st</sup> – September 30<sup>th</sup>, is due October 15<sup>th</sup>.
7. Agreement that all funds not spent on the case by the Grantee for which the grant was awarded, as demonstrated by the time records submitted to the Foundation, will be returned to the Foundation by October 31<sup>st</sup> following the end of the grant year cycle.
  8. Agreement by the Grantee that, in the event that the Grantee violates or fails to carry out any provision of this Agreement, the Foundation may demand, in addition to any other legal remedies it may have, the return of part or all of the unexpended grant funds, which the Grantee shall repay to the Foundation within 15 business days of receiving written notice from the Foundation.
  9. Agreement by the Grantee to return and to recoupment by the Foundation of the grant funds should the case for which the grant was given not proceed in a significant way at any time **and** to inform the Foundation within 21 days of this occurrence unless the Foundation agrees after such notice to fund another case to replace the case for which the grant was given. The Grantee agrees to return the grant funds within 15 days business days after receiving a written request from the Foundation.
  10. Agreement by the Grantee to complete and sign this Grant Agreement within 15 business days of receiving notice from the Foundation of the award of the grant and return to the Foundation by PDF and first class mail the signed Grant Agreement within that 15-day period. Upon receipt of the completed and signed Grant Agreement, the Foundation will sign the Grant Agreement and return a copy to the

grantee.

11. Agreement by the Grantee that after the grant year cycle is completed to provide thereafter the Foundation by email in Word format with written update(s) on the progress of the grant-funded case within 21 days of the Foundation's request where such request will be made no more frequently than once a year.
12. Agreement by the Grantee that the grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(c)(3) and no agreement, oral or written, to that effect has been made between Grantor and Grantee.
13. Agreement by the Grantee that it shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
14. Agreement by the Grantee that it shall notify Grantor immediately of any change in:  
(a) Grantee's tax-exempt status and/or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.
15. Agreement by the Grantee to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant.
16. Agreement by the Grantee that this agreement shall supersede any prior oral or written understandings between the parties and constitutes the entire agreement of the parties, and that this agreement may not be amended or modified, except in writing signed by both parties.

**GRANT AGREEMENT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on \_\_\_\_\_.

**BARBARA MCDOWELL FOUNDATION**

Gerald S. Hartman, President	Date Signed

**GRANTEE ORGANIZATION NAME:**

Name and Title of Organization Responsible Party	Signature of Organization Responsible Party	Date Signed