Are there any other pending cases that are similar to the case you proposed? (150 words or less) * **III. Litigation Partners** Are you using or intending to use support from a law firm(s) and/or another nonprofit organization(s) in conjunction with litigating the proposed case? Yes No IV. Financial Need Please provide the following financial information for your organization's most current fiscal year. Actual amounts for your organization's most recently ended fiscal year: Total Annual Revenue (include all sources of revenue, e.g. donations, grants, fees, investment income, etc.): Total Annual Expenses (include all overhead expenses, including salaries, and program expenses, including salaries, etc.): **Annual Net Income** \$0.00 Optional: If your organization projects there will be significant changes in its overall financial status in the current fiscal year from its past fiscal year, please provide details here. (150 words or less) If your organization is operating in a deficit, please share why the deficit has occured and your organization's plans to address it. (150 words or less) Why does your organization need a grant from the Barbara McDowell Foundation for the proposed case, even with the support of litigation partners (if applicable)? (150 words or less) *

c) Progress anticipated in the next six months. d) Links to media coverage, if any, of the case. e) Photos, if any, of the case for which the Foundation has permission to use in its electronic and published materials, with descriptions and attributions.

as outlined above in Number 3.

on the Foundation's website, should include:

a) A summary of the general direction/progress of the case.

b) Significant decisions in the case, including attachments.

V. Reporting and Grant Terms

All boxes are required to be checked.

or other online postings.

with the Foundation.

____2.

<u>3</u>.

4.

information.

<u>5</u>.

6.

include:

grant was received

1-3

\$416

expenses in each quarter.

TIMESHEET SCHEDULE

January 15.

April 15.

October 15.

___ 7.

9.

Code.

the grant purposes.

receiving a written request from the Foundation.

4-7

\$490

8-10

\$617

replace hourly rates that a grantee organization uses for filing fee petitions.)

ending on September 30 and are submitted in the following schedule:

funds were being utilized and attributed to the case for which the grant was awarded.

b) description of each task performed by that attorney.

c) date that the work by that attorney was performed.

submission of an application by checking the boxes below.

All applicants are asked to agree to the following Reporting and Grant Terms upon

Agreement that the Grantee will provide by email in Word format within 14 calendar days of the

organization and summary of Grantee's funded case for the Foundation to place on its website and blog

Agreement that the Grantee will discuss quarterly by telephone the progress of their grant funded case

Agreement that the Grantee will 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

Agreement that the Grantee will submit to the Foundation in Word format a Six-Month Report with the

progress of the grant funded case no later than April 15 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 – March 30) and is submitted in conjunction

f) Names of attorney(s) whom the Foundation can contact if the Foundation requires further

Agreement that the Grantee will 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 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 – September 30) and is submitted in

be posted on the Foundation's website, should address the six items required in the Six-Month Report,

conjunction with the Fourth Quarter Timesheet (see Number 6 below). The Year-End Report, which will

Agreement that the Grantee will submit a quarterly timesheet with the daily time records of the previous

a) hours worked each day by tenths of an hour by each attorney who worked on the case for which the

quarter's work on the grant funded case. The timesheet should be submitted in a spreadsheet and

with the Second Quarter Timesheet (see Number 6 below). The Six-Month Report, which will be posted

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.

Foundation notifying the Grantee of its grant award a brief written description of the Grantee

d) hourly billing rate for that attorney e) total hours worked and total time charges for the case for the preceding quarter The hourly billing rate for the attorney(s) working on the grant funded case must abide by the following hourly rate matrix: Years Out of Law School

11-19

\$694

20+

\$815

(These standardized hourly rates are a combination of the United States Attorney and Laffey rates often

used by courts to determine an award of fees for a fee petition. The above matrix is only for the purpose

of reporting expenditure of grant funds and for the Foundation to determine the time amounts spent on a

grant awarded case and to ensure uniformity amongst grantees. The matrix values are not intended to

f) If your organization's grant application includes expenses, please report the amount spent on the

A sample time sheet can be **found here**. This information allows the Foundation to see how its grant

The timesheets span the one-year period from the date of the grant award beginning on October 1st and

1) First Quarter Timesheet, covering the first quarter of the grant, October 1 – December 31, is due

2) Second Quarter Timesheet, covering the second quarter of the grant, January 1 – March 31st, is due

3) Third Quarter Timesheet, covering the third quarter of the grant, April 1 – June 30, is due July 15.

4) Fourth Quarter Timesheet, covering the fourth quarter of the grant, July 1 – September 30, is due

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 following the end of the grant year cycle. 8.

Agreement by the Grantee that should the Grantee violate or fail to carry out any provision of this

repay to the Foundation within 10 business days of receiving written notice from the Foundation.

Agreement, the Foundation may demand, in addition to any other legal remedies it may have, the return

and recoupment by the Foundation of part or all the unexpended grant funds, which the Grantee shall

Agreement by the Grantee, after consultation with the Foundation, to return and to recoupment by the

Foundation of part or all the unexpended 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 10 business days of this

occurrence. Unless the Foundation agrees after such notice to fund another case to replace the case for

The Foundation will send the Grantee by e-mail notice of the award of the grant. Attached to this e-mail

will be the Grant Agreement. The Grantee must sign and return a PDF copy of the signed Grant

to the Grantee along with a countersigned copy of the Grant Agreement.

written, to that effect has been made between the Foundation and the Grantee.

Agreement within three calendar days of the notice of the grant (including the date of receipt). Upon

receipt of the signed PDF Grant Agreement, the Foundation will issue and mail the grant award check

which the grant was given, the Grantee agrees to return the grant funds within 10 business days after

Agreement by the Grantee that all funds not spent during the Grant period, October 1 to September 30,

Agreement by the Grantee that after the grant year cycle is completed to provide thereafter the Foundation in subsequent years by email in Word format with written update(s) on the progress of the grant-funded case within 14 calendar days of the Foundation's request where such request will be made no more frequently than once a year. <u>12.</u> 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

Agreement by the Grantee that it shall not use any portion of the funds granted to participate or

Agreement by the Grantee that it shall notify the Foundation immediately of any change in: (a)

Grantee's tax-exempt status and/or (b) Grantee's executive staff or key staff responsible for achieving

intervene in any political campaign on behalf of or in opposition to any candidate for public office, to

benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue

induce or encourage violations of law or public policy, to cause any private inurement or improper

Agreement by the Grantee to the fullest extent permitted by law to defend, indemnify, and hold harmless the Foundation, its officers, directors, trustees, employees, independent contractors, volunteers, 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 the Grantee, its employees, independent contractors, volunteers, 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.

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

VI. How did you hear about the Barbara McDowell Foundation making grants?

In order to help us effectively share our grant opportunities, please respond to the following survey indicating where you learned about the

Internet Search

be amended or modified, except in writing signed by both parties.

Barbara McDowell Foundation making grants.

Barbara McDowell Foundation Email

Check All That Apply

VII. Sign and Subimt

organization agrees that:

Submit

E-Newsletter Facebook Website Listing Grants Twitter Instagram Other LinkedIn Please list the name of the E-Newsletter or Website Listing Grants, if checked above

listed in this application. Name and Title of Organization Responsible Party **Typed Signature of Organization Responsible Party Date Signed and Submitted**

Try It Now

By submitting the typed signature of the organization's responsible party and clicking the "Submit" button below your

B) if your organization receives a Barbara McDowell Foundation grant it agrees to follow all the grant requirements as

Report Abuse Terms of Service Powered by Cognito Forms.

A) the information submitted in this application is true and accurate.