



Grant Agreement

Date of Agreement:

Grantee:

Purpose of Grant:

Total Amount of Grant:

Award Date:

Grant Period:

Payment Schedule:

This grant is awarded to Grantee by the New Jersey Women Lawyers Association ("NJWLA") subject to the following terms and conditions, as set forth in this Grant Agreement (the "Grant Agreement"):

- A. Grantee confirms that it is an organization that is currently recognized by, and in good standing with, the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform the NJWLA immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B. **Payments and Reporting:** Grant awards will be made in two (2) payments, if warranted. The first payment will be made upon receipt of a fully executed Grant Agreement. The second payment, if warranted, will be made after NJWLA receives and accepts Grantee's six (6) month report in the format to be provided by NJWLA detailing the progress of the program and use of grant funds in that period, which is due on June 30, 2017 (the "Interim Report"). A final report is also required within thirty (30) days of the completion of the Grant Cycle.
- C. **Announcement of Grant Awards:** The NJWLA will announce the grant awards in January 2017. All recipients will receive written notification. Applicants that are awarded funding will be featured in the Gala Program for the 2017 NJWLA WILL Platinum Gala. Grant recipients are strongly recommended to attend the 2018 NJWLA WILL Platinum Gala, as guests of the Association, and, if requested, provide a summary of grant outcomes either at the Gala and/or as part of any video presentation to be featured at the Gala and/or to be posted on the NJWLA website.

- D. This grant may be used only for Grantee's charitable and educational activities. While the NJWLA understands that Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any NJWLA grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in Grantee's proposal and related correspondence, and may not be expended for any other purposes without the NJWLA's prior written approval. Grantee accepts responsibility for complying with this Grant Agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The NJWLA may request that Grantee return any unexpended grant funds remaining at the end of the project period.
- E. If applicable, Grantee will provide to the NJWLA an Annual Report and Audited Financial Statements at the end of Grantee's current fiscal year.
- F. Grantee will provide promptly such additional information, reports and documents as the NJWLA may request and will allow the NJWLA and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the NJWLA.
- G. Permission is hereby granted to NJWLA to use, publish, exhibit and/or reproduce the name of the grant award recipient and information contained within or attached to the Grant Application or any reports submitted (the "Materials") in any and all media now known or later developed, and for any and all purposes, without the payment of any royalty or compensation of any kind. Grantee hereby releases NJWLA and any affiliated or related persons or entities from any and all claims and causes of action based upon NJWLA's use of the Materials. By signing this Grant Agreement, Grantee warrants that it is the sole owner of the rights granted and that the Materials submitted do not infringe upon the copyright or rights of anyone.
- H. Grantee will allow the NJWLA to review and approve the text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the NJWLA reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- I. The NJWLA reserves the right to discontinue, modify or withhold any grant award payments to be made under this Grant Agreement or to require a total or partial refund of any grant funds, if it determines, in the NJWLA's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the NJWLA; or (3) to comply with any law or regulation applicable to the Grantee, to the NJWLA, or this grant.
- J. Grantee's services shall be performed in compliance with all applicable federal, state and local laws and performance of Grantee's services do not and will not conflict with, or result in breach or default of, any other agreement to which Grantee is subject.
- K. Grantee shall not assign any rights, or delegate or subcontract any obligations without NJWLA's prior written consent. This Grant Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement between NJWLA and Grantee with respect

to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

- L. Any controversy or claim arising out of or relating to this Grant Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. NJWLA and Grantee agree that any arbitration shall be venued in the State of New Jersey. Notwithstanding anything herein to the contrary, NJWLA's liability shall be limited to no more than the amount of the Grant awarded to Grantee.
- M. Neither NJWLA nor Grantee shall have any authority to create any express or implied obligation or responsibility on behalf of the other, or to bind the other in any manner whatsoever.
- N. Grantee agrees to assign any right, including rights to works for hire, in the work generated as a result of Grantee's performance under this Grant Agreement to NJWLA unless otherwise agreed to in writing by NJWLA and Grantee.

Please have this Grant Agreement reviewed and signed where indicated by two authorized officers of Grantee and then returned to us within ten (10) days of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the NJWLA's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

On behalf of NJWLA:

Signature: _____

Printed Name: _____

Title: _____

Date: _____