

**LEGAL SERVICES CORPORATION  
2014 PRO BONO INNOVATION FUND GRANT ASSURANCES**

Grantee agrees that:

1. Grantee shall complete an Evaluation Plan for the project which will contain specific Project Activities which will be accomplished as part of this grant. A copy of the Evaluation Plan template is included with these Assurances as Attachment B. The completed Evaluation Plan with Projects Activities will be approved by LSC and once approved, will be incorporated as part of this grant agreement. Any modification of the Evaluation Plan including changes to specific Project Activities and the timeline for achieving Project Activities contained in the Evaluation Plan for this grant, must be approved in writing by LSC. Failure to perform Project Activities in a timely manner may result in the termination of this grant.
2. Grantee shall cooperate with and upon reasonable notice provide requested information and data related to the project and pro bono/private attorney involvement activities to LSC and its evaluation consultant for the Pro Bono Innovation Fund.
3. The final approved budget for the project is a part of the grant award package and included as Attachment C. Grantees are required to obtain prior written approval from LSC for changes in this approved budget when cumulative changes to the approved budget exceed the greater of 10 percent of the grant amount or \$10,000. Prior written approval from LSC must also be obtained when the change to an individual line item in the budget exceeds 20 percent of the affected line item and is a change of at least \$5,000. Requests for changes to the project budget should be made to the Program Counsel for the Pro Bono Innovation Fund, who will provide instructions on what must be submitted to request a budget change. If a budget variance is discovered for which prior approval should have been obtained and was not, the Grantee must contact the LSC Program Counsel for the Pro Bono Innovation Fund for instructions as soon as the variance is discovered. LSC may disallow costs for any budget variances that lack a required prior approval
4. Grantee shall report to the LSC Program Counsel for the Pro Bono Innovation Fund any significant problems, issues or proposed project modifications (e.g., changes in project design, staffing, equipment, contracting, or other changes that would affect the scope, objectives, or activities of the project) within 30 days after these are identified. Changes to the project design, staffing, equipment, contracting or which otherwise would affect the scope, objectives or activities of the project require written approval by LSC prior to implementation. Requests for changes to the project should be made to the LSC Program Counsel for the Pro Bono Innovation Fund who will provide instructions on what must be submitted to request a change.
5. All funds disbursed by LSC pursuant to this grant shall be used solely for the project for which this grant is being made. In some cases, the ultimate cost of project implementation will be less than the originally approved budget because of project staff turnover, reductions in the anticipated costs of hardware, software or other factors. The

grantee may not repurpose or reallocate these budget surpluses without prior written LSC approval. Reallocating surplus funds will not be allowed between different Pro Bono Innovation Fund projects or to fund other grantee activities. Requests to reallocate surplus funds must demonstrate that the Pro Bono Innovation funds would be used in a manner related to the original purpose of the grant. Absent such justification and written approval, all surplus funds must be returned to LSC with the grantee's Final Report and Final Financial Report and no later than 60 days from completion of the project. As part of the final payment request (or as part of the closeout process if the grant is terminated), the grantee will submit a Final Financial Report in the format of the approved budget, with any approved modifications, showing the actual expenditures on the project, as well as a narrative in the format of the approved budget narrative template explaining any changes in actual expenditures as compared to the approved budget. This is done online by the grantee as a task in LSC Grants. Grantees should consult LSC's Accounting Guide for LSC Grantees, 2010 Edition, for guidance on financial accounting and reporting standards.  
([http://www.lsc.gov/pdfs/accounting\\_guide\\_for\\_lsc\\_grantees\\_2010\\_edition.pdf](http://www.lsc.gov/pdfs/accounting_guide_for_lsc_grantees_2010_edition.pdf))

6. Grantee will comply with LSC regulations on transfers and subgrants, 45 C.F.R. §§ 1610 and 1627, in regard to the provision of Pro Bono Innovation funds to third-parties. The grantee will review all third-party contracting for compliance with these regulations. Third-party contracting is any payment of Pro Bono Innovation funds to a third party that is not part of the grantee's ordinary non-subgrant expenditures (such as salary, rent, utilities, etc.). All transfer and subgrant requirements, including LSC pre-approval of subgrants, will be followed. The grantee may not transfer any Pro Bono Innovation funds to a proposed subgrantee until the subgrant agreement is approved by LSC. The award of a Pro Bono Innovation Fund grant does not constitute a subgrant pre-approval. LSC should be contacted with any questions regarding which third-party contracts require subgrant approval. LSC may disallow costs if the transfer or subgrant requirements are not followed. Grantees are responsible for oversight of subgrantees, which includes ensuring that subgrantees comply with all recordkeeping and timekeeping requirements applicable to this grant.
7. Approval of a Pro Bono Innovation Fund application does not imply LSC approval of any specific contractor. All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition. All third-party expenditures, regardless of cost, must be appropriately documented and are subject to 45 C.F.R. § 1630 Cost Standards. As long as the grantee complies with the provisions on contracting set out below, it may add its own contracting requirements. In the event that the grantee expends more than \$3,500 of the funds provided to it pursuant to this grant on a single contract for goods provided or services to be performed by a third party that is not otherwise subject to the LSC Property Acquisition and Management Manual, it will:
  - (a) Solicit bids from a minimum of three providers; if it is necessary to award a contract on the basis of fewer than three responses or to purchase from a "Sole Source" because of technical or quality requirements, organizational or personnel expertise, knowledge of the program, the lack of dependable

vendors, or when there is an emergency, the reasons for this shall be documented;

- (b) Maintain documentation for LSC review, including: the solicitation and receipt of bids or sole source justification; the reason for selection of a contractor; senior management approval of contractor selection and any sole source justification; the terms and conditions of the agreement; and all payments, adjustments and credits;
  - (c) Provide a copy of the contract to LSC with the payment request for the period in which the contract was executed (the submission of said contract is only for the purpose of verifying the execution of said contract and grantees remain responsible to ensure that, among other things, the process through which it was entered, its terms, and the expenditure of LSC funds pursuant to it, meet other applicable LSC requirements); and
  - (d) Ensure the proper expenditure, accounting for, and audit of the contracted funds.
8. Within 30 days of the end of each reporting period, grantee shall submit a Progress Report on Project Activities and a Payment Requests through LSC Grants – <http://lscgrants.lsc.gov/> – supplemented by supporting documentation as required by LSC.
9. Grants can be terminated for four reasons: 1) by default if the grantee fails to provide required documentation on time, unless LSC, in its sole discretion, provides a written waiver or extension; 2) by modification or withdrawal when the grantee and LSC agree that the Pro Bono Innovation Fund grant should end early by mutual consent; 3) by termination based on LSC concerns about grantee performance; or 4) by default if the grantee ceases to be a recipient of an LSC Basic Field grant (General, Native American, or Migrant). Termination Policies and Procedures will be same as those described for the Technology Initiative Grants Program at: <http://tig.lsc.gov/grants/compliance>.

In situations (1) and (4) the grant automatically terminates and closeout procedures will be initiated for the grant, including the consideration of what funds, if any, will be provided for any grant Project Activities completed prior to the termination of the grant and what funds, if any, will be returned to LSC. Upon automatic termination, there is not right to appeal.

When a grant is terminated for any of these reasons, the grantee agrees to work with LSC staff to close out the grant, to provide a final accounting, to provide a report detailing why the grant was not completed, and to return any unspent funds. Additionally, if LSC terminates a grantee's Pro Bono Innovation Fund grant for performance concerns or failure to provide timely documentation, the grantee is not eligible to receive a Pro Bono Innovation Fund grant for three years after the grant is terminated except that this ineligibility shall not apply to programs that work with LSC to end a Pro Bono Innovation Fund grant early after an unsuccessful project implementation resulting from key staffing changes, technology limitations, a failed proof of concept, or other reasons outside of the grantee's control.

10. If a grant is terminated for one of the four reasons specified in Grant Assurance 8, the closeout procedure will include a review of the non-expendable personal property with an aggregate current fair market value of \$5,000 or more to determine if the property should be 1) retained by the grantee, 2) retained by the grantee with LSC to be reimbursed for the percentage of the property's current fair market value that is equal to that percentage of the property's acquisition cost that was borne by LSC funds, 3) transferred to another LSC grantee, or 4) sold. If the property is to be sold, the grantee may retain the proceeds from the sale after compensating LSC for that percentage of the property's current fair market value which is equal to the percentage of the property's acquisition cost that was borne by LSC funds.

If LSC, in its sole discretion, determines that a transfer is appropriate and non-LSC funds were used in part for the acquisition, then the grantee shall be entitled to reimbursement from the transferee of the percentage of the property's current fair market value that is equal to that percentage of the property's acquisition cost that was borne by non-LSC funds. If the Pro Bono Innovation Fund grantee does not transfer the property when instructed to do so, then 100% of the current value of the property will be charged to the grantee.

LSC may, at its discretion, allow the Pro Bono Innovation Fund grantee the option to purchase the LSC share of the property with non-LSC funds. If the Pro Bono Innovation Fund grantee is permitted to purchase the LSC share of the property, but fails to do so as part of the Pro Bono Innovation Fund closeout, then the value of the LSC share of the property will be charged to the grantee. Any charges under this Grant Assurance that are not resolved in the Pro Bono Innovation Fund closeout process will be disallowed costs that may be deducted from any LSC funds and/or subject to collection by LSC.

11. As part of its compliance with the LSC program integrity requirement, 45 C.F.R. § 1610.8, Grantee will maintain objective integrity and independence from any organization that engages in LSC-restricted activities, it will structure, monitor, and maintain any Pro Bono Innovation-funded collaborations with non-LSC legal services providers consistent with maintaining overall program integrity.
12. With respect to any product or software program developed with these grant funds, ownership of the product or software shall vest in either the LSC grantee or the developer of the software as the particular agreement between those parties so specifies, provided that LSC shall reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the product or software, including making the product or software available to other LSC Grantees. If ownership of the product or software does not vest with the Grantee, the Grantee shall reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the product or software. All contracts with vendors shall include language to this effect to protect the rights of LSC and its grantees and shall acknowledge agreement to this by the vendors.
13. In the development of any website, *pro se* materials, or other grant-supported product, the Grantee shall consider and address the special needs of persons with disabilities to ensure that the sites, materials and other products are accessible to them.

14. In the development of any website, *pro se* materials, or other grant-supported product, the Grantee shall consider and address the special needs of persons with limited literacy, limited English proficiency, limited experience with or knowledge of computer-related technologies, limited access to computers, or those who have limited access to most web-based or other computer-related systems for any reason. Grantees shall write all new publications, forms, and materials produced under this grant in a clear, concise, well-organized manner following plain language principles, examples of which can be found at [www.writeclearly.org](http://www.writeclearly.org) and [www.plainlanguage.gov](http://www.plainlanguage.gov).
15. Any materials, including publications, websites, videos, and webcasts, created with grant funds or used to promote Pro Bono Innovation Fund projects shall display the LSC logo. It shall forward electronic copies of these materials to the Program Counsel for the Pro Bono Innovation Fund via email. LSC shall retain a royalty-free, nonexclusive and irrevocable license to use, copy, distribute, and display on the LSC website any such materials.
16. It understands and will comply with the Policy on Disclosure of Interests for Determination of Conflicts ("Conflicts of Interest Policy") which can be found at Attachment D; it will distribute the Policy to the persons covered by the Policy; it will ensure that the persons covered by the Policy complete and sign a copy of the Conflict of Interest Acknowledgement and Disclosure Form ("Disclosure Form") which can be found at Attachment E; it will maintain in a single location these forms and any written updates of them related to new conflict situations, or additional information to correct an inaccurate or incomplete previously signed and provided Disclosure Form; and it will maintain in that location a statement of the resolution of each conflict situation and confirmation that the decision on the conflict resolution is documented in the grantee's board minutes, with a copy of such minutes or a reference to where they are located, including whether the transaction involved is or is not in the best interest of the grantee. These materials will be made available to LSC, including the Office of Inspector General, and other authorized parties as per the general requirements regarding access to grantee records in applicable laws, regulations, policies, grant assurances and other applicable authorities, and these materials will be retained as per normal retention requirements for LSC grant-related documents. Violations of this policy, including failure to identify and resolve these issues in a timely fashion, could result in disallowed costs under 45 C.F.R. § 1630, as well as other options available to LSC.
17. By accepting this grant award, the grantee is committing that staff allocating time to the project shall be given sufficient time to achieve the Project Activities of the grant which will be contained in the Evaluation Plan in accordance with the staff time allocations represented in the Pro Bono Innovation Fund grant application, budget and budget narrative for this grant. The total time commitments of any staff member working on this grant shall not exceed 1.0 Full-Time Equivalent (FTE) for all work to be performed for the grantee.
18. Grantee will sufficiently document and have internal controls in place to track and identify the source, and application of Pro Bono Innovation funding by grant number separate from all other grants (LSC or otherwise). These methods should include separate reporting of the grant funds by line item in the annual audit with a separate

line item for each Pro Bono Innovation grant. Accurate and separate timekeeping and recordkeeping must be maintained to track all costs and time charged to this Pro Bono Innovation Fund grant by grant number and separate from all other funds, including other LSC grants. All staff time charged directly to this grant number must be documented by timekeeping, even if the timekeeping requirements of 45 C.F.R. § 1635 do not apply. For additional guidance on these requirements, see 45 C.F.R. § 1628.3(g), 45 C.F.R. § 1635, and 45 C.F.R. § 1630.3.

19. Pro Bono Innovation Fund grants may not substitute for, or be credited against, LSC's regulatory requirement that grantees spend an amount equivalent to 12.5 percent of their annualized basic field award to involve private attorneys in the delivery of legal assistance to eligible clients, see 45 C.F.R. § 1614(a). Grantee will not count any portion of the Pro Bono Innovation Fund grant, including subgrants or contracts using Pro Bono Innovation funds, towards its 12.5 percent PAI requirement under § 1614. Costs and expenses that are part of the Pro Bono Innovation Fund project and budget, but not paid for directly with Pro Bono Innovation funding (*e.g.*, non-LSC funds or LSC basic field funds) may be allocated to the grantee's 12.5 percent PAI requirement if they otherwise meet the § 1614 criteria.
20. Any and all other LSC grant assurances for any other LSC grants that the grantee has agreed to are hereby incorporated by reference, and those grant assurances will apply in full force and effect to the grantee's use of all of its LSC Pro Bono Innovation funding. The other grant assurances incorporated herein include both the grant assurances currently in effect and any future grant assurances agreed to by the applicant/grantee during the term of the Pro Bono Innovation funding. In the event of any conflicting language, the later terms will apply.

We have read these grant assurances and understand that by accepting this grant and signing this form, we are agreeing to comply with them.

\_\_\_\_\_  
Name of LSC Grantee

\_\_\_\_\_  
Name of Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Board Chairperson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**LEGAL SERVICES CORPORATION - PRO BONO INNOVATION FUND**  
**CONFLICTS OF INTEREST POLICY**

**September 15, 2014**

***Policy on Disclosure of Interests for the Determination of Conflicts Related to Expenditures of Funds Awarded through Legal Services Corporation's Pro Bono Innovation Fund Grant Program***

**Section I: Purpose/General Rule**

The purpose of this Conflicts of Interest Policy ("Policy") is to provide guidance in identifying and addressing actual, apparent or potential conflicts of interest situations related to an LSC recipient's expenditure of funds granted through the Legal Services Corporation ("LSC" or "Corporation") Pro Bono Innovation Fund grant program. This Policy identifies situations in which a question of a conflict must be identified and requires that grant recipients consider and act on them. Not all situations identified will ultimately be determined to present conflicts, and resolution of conflicts will be based on the conflicts policy and judgment of the recipient's board of directors.

Any actual conflict of interest, or apparent or potential conflict of interest, must be fully disclosed before a decision is made on the proposed transaction. In any such situation, the director, officer, or employee with the actual, apparent, or potential conflict shall not participate in the selection, award, or administration of a contract supported by a Pro Bono Innovation Fund grant until the conflict issue is resolved. Moreover, any such person may not be involved in the decision regarding how to address the conflict issue.

*No employee, officer, or director of the recipient with a financial or other interest in the transaction may participate in the selection, award, or administration of a contract or subgrant supported by a Pro Bono Innovation Fund grant, unless the recipient has determined, pursuant to the procedures described in this policy, that the interest is not substantial. The interest of the LSC recipient must be the top priority in all such decisions and actions.*

As part of their responsibility to ensure impartial decision making, it is the continuing obligation of those covered by this Policy to review their outside business interests, philanthropic interests, personal interests, and family and other close relationships for actual, apparent, or potential conflicts of interest, and to promptly disclose the nature of the interest or relationship with regard to any Transaction, as defined below.

**Section II: Scope of Coverage of this Policy**

This Policy covers funds granted to the LSC recipient through a Pro Bono Innovation Fund grant and the expenditure of those funds by the Recipient.

### **Section III: Persons Covered by this Policy and Disclosure Requirements**

This Policy covers members of the LSC recipient's board of directors, its officers, and those of its employees who participate in the selection, award, or administration of a contract involving the expenditure of Pro Bono Innovation Fund grant funds ("Covered Individuals").

### **Section IV: Conflicts of Interest Defined**

A conflict of interest is a transaction, contract, or relationship with any person, organization, firm, or business ("Transaction") that may compromise, or have the appearance of compromising, an individual's obligation to the LSC recipient in favor of his or her personal, business, or other interests. In rendering service to the LSC recipient, Covered Individuals must act at all times in the best interests of the recipient and not for personal or third-party benefit or financial enrichment.

Generally, a conflict of interest with respect to a recipient's Transaction exists if a Covered Individual or a member of his or her family, as defined below, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. An apparent or potential conflict of interest is one that a skeptical viewer could reasonably believe might cause the Covered Individual's decision to be tainted by self-interest.

For purposes of this Policy, family members of a Covered Individual include his or her spouse, domestic partner, parent, child, sibling, or in-law by marriage or domestic partnership. Having a financial or other interest includes, but is not limited to, having an ownership interest in (except as may be part of a diversified mutual fund or diversified unit investment trust), or participating in the management of, being a former employee or founder of, or serving as a board member of, employee of, or consultant to an entity with which the recipient has or potentially will have a Transaction, including current or potential vendors, contractors, or service providers. A Covered Individual shall communicate fully with the recipient regarding any such relationship or commitment that could affect, or be seen to affect, the impartial fulfillment of his/her role(s) in connection with the recipient. Doubts about whether a relationship warrants disclosure under this Policy should be resolved in favor of disclosure.

### **Section V: Disclosure and Procedure for Decision on Conflict Situation**

Disclosure of an actual, apparent, or potential conflict is to be made to the recipient's board chair or board chair's designee. The board chair (or chair's designee, as the case may be) shall bring the matter to the attention of the board, or designated committee thereof, if the board chair, or the chair's designee, determines that the situation is subject to the Policy including whether the involvement is sufficiently "close" to have a financial interest, as defined above.



The action of the board chair (or chair's designee) shall be recorded in writing. Disclosures involving directors are to be made to the board chair or chair's designee (or if he or she is the one with the conflict, then to the board's vice-chair), who shall bring the matter to the board, or designated committee thereof. Such disclosures shall be made through the annual disclosure form, as discussed in this Section, and/or as soon as the affected individual becomes aware of the conflict situation, including situations in which disclosure should have occurred earlier.

Individuals are encouraged to disclose a situation even if they are uncertain whether or not it is subject to this Policy.

If the disclosure is subject to further consideration under the Policy, then the board, or designated committee thereof, shall determine whether an actual, apparent, or potential conflict exists, and whether the Covered Individual's interest is not substantial and the Covered Individual's participation may be authorized as just, fair, and reasonable to the recipient. The decision of the board, or the designated committee thereof, on these matters will rest in their sole discretion and be guided by what is in the best interests of the recipient.

In evaluating such Transaction and making determinations regarding resolution of actual, apparent, or potential conflicts of interest in connection with the Transaction, the board, or the designated committee thereof, must ensure that:

1. Any Covered Individual who has an actual, apparent, or potential conflict of interest with regard to the Transaction fully discloses such to them, and also provides any relevant information and documentation;
2. A Covered Individual who has an actual, apparent, or potential conflict of interest in connection with the Transaction shall not be permitted to vote on or be counted in determining the presence of a quorum at any meeting for purposes of voting on the conflict issue;
3. Except for the purpose of disclosing facts and/or responding to questions, a Covered Individual who has an actual, apparent, or potential conflict of interest with regard to the Transaction shall not participate in or be permitted to hear the board or designated committee's deliberations regarding the conflicts issue; and
4. The decision on the conflict resolution is documented in the board or designated committee minutes, including whether or not: (1) an actual, apparent, or potential conflict exists; (2) if so, whether the Covered Individual's interest is substantial; and (3) if the Covered Individual's interest is not substantial, the Covered Individual's participation is in the best interests of the recipient.

On an annual basis, all Covered Individuals shall be provided with a copy of this Policy and shall be required to complete and sign the "*Conflicts of Interest Acknowledgement and Disclosure Form*" ("Disclosure Form"), in the form as attached hereto. All completed Disclosure Forms and written updates, as well as any other conflict information, shall be provided to the board chair or, if he/she has the conflict, then to the board's vice chair. In

addition, if a new conflict situation arises after the completion of the annual Disclosure Form, or the information provided on the annual Disclosure Form was incomplete or inaccurate, then the Covered Individual is to promptly so notify the board chair *in writing*. If the board chair is the one with the conflict, then he/she shall promptly so notify the board's vice chair *in writing* of the incomplete, inaccurate, or new information relevant to the issue of conflict.

## **Section VI: Violation of Conflicts of Interest Policy**

- a. If a Covered Individual fails to disclose an actual, apparent, or potential conflict or fails to disclose all of the relevant facts surrounding the situation, that individual shall be informed of and afforded the opportunity to explain the alleged failure to disclose. If the board or designated committee thereof determines the individual intentionally failed to disclose the existence of, or all relevant facts related to, his/her actual, apparent, or potential conflict of interest, it shall take appropriate disciplinary and corrective action, up to and including termination or removal from service to the recipient.
- b. If a Covered Individual who has been determined to have failed to disclose an actual, apparent, or potential conflict of interest, or who has been determined to have a real or apparent conflict of interest, participates in the selection, award, or administration of a contract supported by a Pro Bono Innovation Fund grant, the board may require the affected individual to resolve the conflict by withdrawing from the outside conflicting interest or relationship or may provide for other means to resolve the conflict and shall take appropriate disciplinary and corrective action, up to, and including, termination or removal from service to the recipient.

## **Section VII: Board Authority**

The recipient's board of directors shall serve as the final interpretive and enforcement authority for the recipient with respect to this Policy. LSC retains the ultimate authority to determine whether the actions of the recipient comply with the requirements of this policy.

**ATTACHMENT E**  
**LEGAL SERVICES CORPORATION - PRO BONO INNOVATION FUND**  
**CONFLICTS OF INTEREST ACKNOWLEDGEMENT AND DISCLOSURE FORM**

I have read the LSC Pro Bono Innovation Fund Disclosure of Interests for Determination of Conflicts Policy and agree to comply fully with its terms and conditions at all times during my service as a Covered Individual (as that term is defined in that policy) of the LSC grantee listed below.

***If at any time following the submission of this form, I become aware of any actual, potential or apparent conflicts of interest, or if any of the information provided below becomes inaccurate or is incomplete, I will promptly notify in writing the grantee's board chair (or, if he or she is the one with the conflict, then to the board's vice chair).***

Disclosure of Actual, Apparent or Potential Conflicts of Interest:

---

---

---

---

---

---

---

---

---

---

If you need to use additional pages, please *attach and initial* all additional pages. If you have nothing to disclose, then please state in the lines above; "Nothing to Disclose" and place your initials next to that statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
LSC Grantee Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

*All completed Disclosure Forms and written updates, as well as any other related information, shall be provided to the board chair or, if the interest involves him or her, then to the board's vice chair. A copy of the completed Disclosure Forms, written updates and actions taken shall be kept on file at the grantee's main office and available for inspection.*